Consuetudo, vel, *Lex Mercatoria*:

OR, THE

Ancient Law-Merchant.

In Three Parts, according to the Essentials of

TRAFFICK.

Necessary for

Statesmen, Judges, Magistrates, Temporal and Civil Lawyers, Mint-men, Merchants, Mariners, and all Others Negotiating in any Parts of the World.

By **Gerard Malynes**, Merchant.

Whereunto are Annexed the following TRACTS, *viz.*

I. The Collection of Sea Laws.
II. Advice concerning Bills of Exchange. By *John Marius*, Publick Notary.
III. The Merchants Mirrour: or, Directions for the Perfect Ordering or Keeping of his Accompts. By way of Debtor and Creditor, after the Italian Manner. By *R. Dafforne*, late Accomptant.
IV. An Introduction to Merchants Accompts. By *John Collins*, late Fellow of the Royal Society.
V. The Accountants Closet, being an Abridgment of Merchants Accounts, kept by Debtor and Creditor. By *Abraham Liset*.

The Third Edition,

Wherein are Inserted the Three TRACTS following, never Before Printed in any former Impression.

I. The Jurisdiction of the Admiralty of *England* Asserted. By *Richard Zouch*, Doctor of the Civil Laws, and late Judge of the Admiralty.

II. The Ancient Sea Laws of *Oleron*, *Wisby*, and the *Hanse-Towns*, still in force. Rendered into English for the use of Navigators. By *G. Miege*, Gent.

III. The Sovereignty of the *British Seas*, proved by Records, History, and the Municipal Laws of this Kingdom. By Sir *John Burroughs*, late Keeper of the Records in the Tower of *London*.

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TO THE

Courteous Reader.

THAT famous Philoſopher Zenophon extolling the Perſian Laws, teſtified, That their Citizens, from their Infancy were Educated and Taught not to attempt, or almoſt to imagine any thing but Honeſt and Juſt; which was the cauſe (as Gellius reporteth) that Draco a Citizen of Athens, made their Laws ſo ſtrict and ſevere, that it was ſaid they were Written with Blood, and not with Ink. Whereas on the other ſide the Law made by Solon, was compared to a Spiders web, which taketh the leſſer Flies, and ſuffers the greater to eſcape, and to break the ſame. So that every extream being vitious, Reaſon requireth a Law not too Cruel in her frowns, nor too Partial in her favours. Neither of theſe defects are incident to the Law-Merchant, becauſe the ſame doth properly conſiſt of the cuſtom of Merchants, in the courſe of Traffick, and is approved by all Nations, according to the definition of Cicero, Vera Lex eſt recta Ratio, Natura congruens, diffuſa in omnes, Conſtans ſempiterna: True Law is a right Reaſon of Nature, agreeing therewith in all points, diffuſed and ſpread in all Nations, conſiſting perpetually, whereby Meum and Tuum is diſtinguiſhed and diſtributed by Number, Weight, and Meaſure, which ſhall be made apparent. For the maintenance of Traffick and Commerce is ſo pleaſant, amiable and acceptable unto all Princes and Potentates, that Kings have been and at this day are of the Society of Merchants: And many times, notwithſtanding their particular differences and quarrels, they do neverthleſs agree in this courſe of Trade, becauſe Riches is the bright Star, whoſe height Traffick takes to direct it ſelf by, whereby Kingdoms and Common-weals do flouriſh; Merchants being the means and inſtruments to perform the ſame, to the Glory, Illuſtration, and benefit of their Monarchies and States. Queſtionleſs therefore the State of a Merchant is of great dignity, and to be cheriſhed; for by them Countries are diſcovered, familiarity between Nations is procured, and politick experience is attained. Whereupon I have been moved, by long obſervation, to put the worthineſs of the Cuſtomary Law of Merchants, in plain

and compendious writing, by undoubted principles, familiar examples and demonſtrative reaſons, without affectation of curious words, more than the gravity of the Theem in ſome places did require.

I have Intitled the Book according to the Ancient name of Lex Mercatoria, *and not* Jus Mercatorum ; *becauſe it is a cuſtomary Law, approved by the Authority of all Kingdoms and Commonwealths, and not a Law eſtabliſhed by the Soveraignty of any Prince, either in the firſt foundation, or by continuance of Time. And beginning with* Time, Number, Weight, *and* Meaſure, *I do deſcend to the three eſſential parts of Traffick, divided into three parts accordingly, by comparing them to the* Body, Soul, *and* Spirit *of Commerce : Namely,* Commodities, Money, *and* Exchange *for Money by Bills of Exchanges. The Firſt, as the* Body, *upheld the World by Commutation and Bartring of Commodities, until Money was deviſed to be Coined. The Second, as the* Soul *in the Body, did infuſe life to Traffick, by the means of Equality and Equity, preventing advantage between Buyers and Sellers. The Third, as the* Spirit *and faculty of the Soul (being ſeated every where) corroborateth the vital Spirit of* Traffick, *directing and controlling, by juſt proportions, the Prices and Values of Commodities and Moneys. For even as Merchants are the inſtrumental cauſe of Trade, even ſo is the Exchange for Moneys the efficient cauſe with Us, in the courſe of Traffick, and become predominant or over-ruling the price of Commodities and Moneys, as aforeſaid. This is manifeſted by three* Paradoxes, *alluding to the ſaid three eſſential parts of Commerce, which for a Corollary I have added in the latter end of this Book, with ſuch other worthy Obſervations as in the firſt Chapter are declared. And even as the roundneſs of the Globe of the World is compoſed of the Earth and Waters ; ſo the Body of* Lex Mercatoria *made and framed of the Merchants* Cuſtoms, *and the* Sea-Laws, *which are involved together as the Seas and Earth. In the deſcription whereof I have uſed to make repetition of the material points, according as occaſion did miniſter unto me for to make application thereof, for the better underſtanding of the Judicious Reader, being the main ſcope that all Writers are to regard and care for. The means whereby the differences and controverſies hapning between Merchants in the courſe of Trade are ended, is alſo declared, which moſt of all require brevity and expedition, and had need have a peremptory proceeding, as was invented for the Common Law of the Realm of* England, *the due commendation whereof is added hereunto ; ſhewing alſo how of the ſame there might be made an* Art *or* Science, *and what*

what obſervation of other Laws are concurring with ours, both in the ſtrictneſs of Law, and the lenity of Equity, moſt conſonant with the Law-Merchant, *the knowledge whereof is of ſo great conſequence, that without it all Temporal Laws are not compleat, but imperfect. The ſcope of all therefore is, That the rule of Equality and Equity may take place between Us and other Nations, which* Velut Ariadnæ cæca regens filo veſtigia, non modo nos errare non ſinit, ſed etiam efficit, ut aberrantes in rectam viam deducamur, *as hath been mentioned in our laſt Treatiſe of the maintenance of* Free Trade, *lately publiſhed. Concluding* (Gentle Reader) *upon all the premiſſes handled (as I hope) ſubſtantially, I commend and ſubmit the ſame to the loving entertainment of the profound and diſcerning judgment of the Diſcreet, Wiſe, and Experienced; wiſhing, that (like matter ſet down by the Pen of* Apollo) *they may ſound ſweetly in your apprehenſion, and give to your conceit moſt harmonious Muſick, Pleaſure, and Delight.*

London, *Nov.* 25.
1622.

Thine to uſe always ready,

Gerard Malynes.

A

TABLE

OF THE

CONTENTS

Of the FIRST PART of

Lex Mercatoria:

OR, THE

Ancient Law-Merchant, concerning Commodities, compared to the Body of Traffick.

CHAP. I.

AN Induction to Lex Mercatoria: *Or, The Law-Merchant, and the Antiquity thereof.* Pag. 1

CHAP. II.

An Observation concerning Time. 6

CHAP. III.

Of Number, and the Mysteries thereof. 12

CHAP. IV.

Of Weights and Measures used in all places of the World, with other Observations. 14

CHAP. V.

Of the Three Essential Parts of Traffick; namely, Commodities, Money, and Exchange of Money, by Bills of Exchanges. 44

CHAP. VI.

A Geometrical Description of the World, especially of Europe, *measured by millions of Acres of Ground upon the Map.* 49

CHAP. VII.

Of the Commodities of all Countreys, whereby Commerce is maintained. 52

CHAP. VIII.

Of Commutation or Bartring of Commodities. 61

CHAP. IX.

Of ordinary Buyings and Sellings of Commodities. 67

CHAP.

The Contents.

CHAP. X.

Of Suretiſhip and Merchants Promiſes. Pag. 68

CHAP. XI.

Of the Revolution of Buying and Selling of Commodities in the courſe of Traffick. 70

CHAP. XII.

Of the transferring and ſetting over of Bills obligatory between Merchants and others. 72

CHAP. XIII.

Of the nature of Bills obligatory beyond the Seas, and in England. 74

CHAP. XIV.

Of Letters of Credit, and Blanks ſigned. 76

CHAP. XV.

Of Letters of Attorney, or Procurations and Tranſports, and Conveyances. 78

CHAP. XVI.

Of Factors and Servants, and Commiſſions given unto them. 81

CHAP. XVII.

Of the beginning of Sea-Laws. 87

CHAP. XVIII.

Of the manner of proceeding in Sea-faring Cauſes. 88

CHAP. XIX.

Of buying and ſelling of Commodities by Contracts. 89

CHAP. XX.

Of Banks and Bankers. 95

CHAP. XXI.

Of the Fraighting of Ships, Charter-parties, and Bills of Lading. 97

CHAP. XXII.

Of the Maſter of the Ship, his power, and duty of the Maſter to the Merchant. 102

CHAP. XXIII.

Of the Duties and Priviledges of Mariners. 104

CHAP. XXIV.

Of the Office of Aſſurances, and the ancient Cuſtom of the ſame. 105

CHAP. XXV.

Of Policies of Aſſurances, and the Subſtance of them, and of Contributions. 108

CHAP. XXVI.

Of the manner of Contribution, or Averidges. 113

CHAP. XXVII.

Of the Particulars to be obſerved in Aſſurances. 114

CHAP. XXVIII.

Of the manner of proceeding for Aſſurances in caſe of Loſſes. 115

CHAP.

The Contents.

CHAP. XXIX.

Of Shipwreck, and things found upon the Seas. Pag. 119

CHAP. XXX.

Of Partners, and Ships Voyages. 120

CHAP. XXXI.

Of moneys taken upon bottomary, by the Master of a Ship, called Fœnus Nauticum. 122

CHAP. XXXII.

Of Shipping and Navigation. 123

CHAP. XXXIII.

An abridgment of the Imperial Sea-Laws of the Haunce Towns made in the year 1614. 125

CHAP. XXXIV.

Of Navigation, and Community of the Seas. 130

CHAP. XXXV.

Of the distinct Dominions of the Seas. 132

CHAP. XXXVI.

Of Customs, Subsidies, and Impositions paid upon Commodities. 137

CHAP. XXXVII.

Of Merchants Wagers, Stipulations, or Conventions. 140

CHAP. XXXVIII.

Of Merchants Marks set upon Commodities. 141

CHAP. XXXIX.

Of the buying and selling of Commodities by Brokers, and by the Candle. 143

CHAP. XL.

Of buying of Commodities upon Condition, termed Capiticus, *and selling things upon Casualties.* 144

CHAP. XLI.

Of dividing of Commodities by Lots. 145

CHAP. XLII.

Of Associations, Monopolies, Engrossings, and Forestallings. 150

CHAP. XLIII.

Of Merchants Oppignorations. 153

CHAP. XLIV.

Of the Proceedings used against Bankrupts. 156

CHAP. XLV.

Of Manufactures. 161

CHAP. XLVI.

Of Plantation of People, and new Discoveries. 164

CHAP. XLVII.

Of the Fishing Trade. 169

THE

The Contents of the Second Part of *Lex Mercatoria*, concerning Moneys, compared to the Soul of Traffick.

CHAP. I.

OF the Essence or Existence of Metals. Pag. 178

CHAP. II.

Of Mines Royal. 181

CHAP. III.

Of Mines and Minerals. 187

CHAP. IV.

Of the profitable working of Mines. 189

CHAP. V.

Of the Nature of Gold, Silver, and Copper, and of the moneys made thereof. 191

CHAP. VI.

Of the Officers of Mints. 194

CHAP. VII.

Of the Assays of Bullion and moneys. 198

CHAP. VIII.

Of the weight and fineness of moneys, and their several standards. 202

CHAP. IX.

Of the valuation of moneys, and the proportion between Gold and Silver. 213

CHAP. X.

Of the Laws and Prohibitions against Usury. 225

CHAP. XI.

Of Usury Politick, and moneys delivered at Interest. 228

CHAP. XII.

Of intollerable Usury, and Lombards. 233

CHAP. XIII.

Of Mons Pietatis, *or Banks of Charity.* 235

CHAP. XIV.

Of the true calculation of moneys at Interest. 238

CHAP. XV.

Of Usurious Contracts. 241

CHAP. XVI.

Of lawful Bargains and Contracts. 243

CHAP. XVII.

Of the universal and perpetual princely Contract of Commerce. 244

CHAP. XVIII.

Of moneys delivered upon Lives, Annuities, and Pensions. 247

CHAP. XIX.

Of the denomination and division of the moneys of divers Countreys. 248

CHAP. XX.

Of Merchants Accompts kept by Debtor and Creditor. 249

THE

The Contents of the Third Part of *Lex Mercatoria*, concerning Exchanges of Moneys by Bills of Exchanges, compared to the Faculty of the Soul of Traffick.

CHAP. I.

OF the beginning of the Exchange for moneys by Bills of Exchanges. Pag. 260

CHAP. II.

Of the true calculation of moneys in Exchange by Bills, according to par pro pari. 262

CHAP. III.

Of the denomination of the imaginary moneys of all places, whereupon Exchanges are made by Bills of Exchanges. 265

CHAP. IV.

Of the times of payment of moneys by Exchange, and the terms of Art used therein. 268

CHAP. V.

Of the nature of Bills of Exchange. 269

CHAP. VI.

Of the Non-acceptation of Bills of Exchanges, and the Customs observed concerning the same. 272

CHAP. VII.

Of Notaries, Intimations, and Protests. 275

CHAP. VIII.

Of reciprocal or double Exchanges. 277

CHAP. IX.

Of the feats of Bankers performed by Exchanges. 280

CHAP. X.

Of the true reformation of Exchanges. 283

CHAP. XI.

Of Attachments and Arrests. 290

CHAP. XII.

Of Sequestrations and Executions. 293

CHAP. XIII.

Of Denization and Naturalization of Merchants. 300

CHAP. XIV.

Of the determination of Sea-faring Causes. 302

CHAP. XV.

Of Arbitrators, and their Awards. 305

CHAP. XVI.

Of the Merchants Courts, or Office of Prior and Consuls. 308

CHAP. XVII.

Of the Laws of several Countreys, whereby the Differences and Controversies of Merchants are determined. 314

CHAP. XVIII.

Three Paradoxes, alluding to the three Essential Parts of Traffick. 325

CHAP. XIX.

The due Commendation of Natural Mother-Wit. 334

CHAP. XX.

Of the ancient Government of the Staple. 337

A Conclusion to the judicious Reader. 339

AN INTRODUCTION TO Lex Mercatoria, OR THE LAW MERCHANT, And the Antiquity thereof.

CHAP. I.

WHEN Almighty God had created Man good, and a ſociable creature, who could not ſo well live alone, as other creatures ſufficiently provided (by Nature) for their ſuſtenance; and had reaſon aſſigned and given unto him, above all the ſaid creatures: yet all the means and faculties of his Body and Soul, were not ſufficient to make him happy whileſt he was alone. But neceſſity did require a concourſe of Men helping one another, to ſupply (with a common ſtrength) the ſad weakneſs; for the burden of the ſaid neceſſity was ſo weighty and great, that one Man alone was not able to manage the ſame. Then it came to paſs, that by mutuall contribution of Offices, every Man did afford means according to his ability for the common good, ſo that thoſe which were of a ſtrong Body did employ their labour to get living and maintenance for themſelves and others: And thoſe which were endued with the beſt part of the Soul, as Underſtanding and Reaſon, did undertake the moſt important matters, teaching Men how to live well, and informing them of their felicity (which they judged chiefly to conſiſt in vertuous actions) endeavouring to make impreſſion in the Soul of Man, of certain good Laws for the obſervation thereof, with a reference of them to the firſt Law engraffed in the Soul of Man, as a part of that Divine Light which was infuſed in him, to know (in ſome meaſure of perfection) the good and evill, and accordingly to receive reward or puniſhment.

As for the other and better part of informing and guiding the thoughts and affections of men, to a ſupernuturall end, that, as ſurpaſſing the compaſs of that lower ſphear wherein I now move, muſt be left untouched by me, who here take for my object not the ſpirituall but the civill life of man, and the means thereto conducing.

Called by the Grecians *Synderiſis.*

Touching therefore the externall part. The mutuall contribution of Offices amongſt men hath from the beginning continued, both in labouring and manuring the naturall Riches of the Lands in Corn and Paſturage; as in the immediate children of our firſt Father *Adam*, and in planting Vines, and making an extract of the juyce of the fruit of them, as *Noah*. Which Riches in matter and foundation naturall, and partly alſo in alteration and managing artificially, every Proceſſor not long after the beginning of the world ſeverally injoyned in property: and hence did proceed a commerce, firſt in reall enterchange and communications of things of the ſame or other kinds, but all naturall commodities, as ſheep for ſheep, ſheep for Corn, Wine for Oyl, &c. between Man and Man, or Nations and Nations according to Number, Weight, and Meaſure,

ſure, and after, to avoid confuſion, by *a commune pignus* currant mutuall, which we call money, both by way of Merchandizing; the moſt ancient evidence hereof is *Abraham's* purchaſing for money a field for burial. The obſervation and cuſtoms whereof was the beginning of the Law-Merchant, and that eſpecially when mankind was propagated into an infinite number, and the domeſtics, or near hand commodities were not ſufficient for their ſuſtenance in ſome countries, and in other countries were over abundant: then of neceſſity followed the uſe of truſting, exchanging, and trading: firſt, on the Land in the main Continent, and then extenſively upon the Seas, both for fiſhing and negotiation. Then did Merchants travell from Country to Country: So in the days of the Patriarch *Jacob*, did the Merchants *Midianiets* in their journy meet with the children of *Jacob*, and then *Joſeph* was carried by their means into *Egypt*, and ſold to *Potipher* for the good of his Father and all his Family. And then it was, and proved to be true, (which experience hath confirmed) that *Vita ciculis in ſocietate poſita eſt, ſocietas autem in imperio & commercio*: ſo that it plainly appeareth, that the Law Merchant, may well be as ancient as any humane Law, and more ancient than any written Law. The very morall Law it ſelf, as written by *Moſes*, was long after the cuſtomary Law of Merchants, which hath ſo continued and been daily augmented ſucceſſively upon new occaſions, and was not altogether made in the firſt foundation, as the Laws whereby the Commonweals of Iſrael (whoſe Laws were uniformly made by *Moſes* from God:) or thoſe of *Crete*, *Cybaris*, *Sparta*, and *Carthage* by *Minos*, *Charondas*, *Lycurgus*, and *Phalcas*. Nevertheleſs, many Emperours and Kings have always referred the ending of differences, which happen between Merchants, to be done and decided according to the Law-Merchant, That is to ſay, according to the cuſtom of Merchants; who by their travels found the diverſity of weights and meaſures, and the goodneſs and uſe of commodities pleaſing to all nations, whereby the ſuperfluities of them were vented amongſt them. *Ut quod uſpiam naſcitur boni, id apud omnes affluat.*

Gen.

Gen. 37.27.

The Law-Merchant a moſt antient Law.

Definition of the Law-merchant. *De Repub.*

This Law of Merchants, or *Lex Mercatoria*, in the fundamentals of it, is nothing elſe but (as *Cicero* defineth true and juſt Law) *Recta Ratio, natura congruens, diffuſa in omnes; Conſtans ſempiterna.* True Law is right Reaſon, agreeable to Nature in all points; diffuſed and ſpread in all Nations, conſiſting perpetually without abrogation: howbeit ſome do attribute this definition unto *jus gentium*, or the Law of Nations, which conſiſteth of Cuſtoms, Manners, and Preſcriptions of all Nations, being of like conditions to all People, and obſerved by them as a Law: But the matter being truly examined, we ſhall find it more naturally and properly belongeth to the Law-Merchant.

Jus gentium.

Every man knoweth, that for Manners and Preſcriptions, there is great diverſity amongſt all Nations: but for the cuſtoms obſerved in the courſe of traffic and commerce, there is that ſympathy, concordance, and agreement, which may be ſaid to be of like condition to all People, diffuſed and ſpread by right reaſon, and inſtinct of nature conſiſting perpetually. And theſe Cuſtoms are properly thoſe obſervations which Merchants maintain between themſelves, and if theſe be ſeparated from the Law of Nations, the remainder of the ſaid Law will conſiſt of but few points.

Prerogaitves of Princes by the Law of Nations.

Princes and Potentates by their Prerogatives (reſpecting the Law of Nations) do permit amongſt themſelves a free travelling by land through their ſeveral Kingdoms, Territories, and Dominions, unleſs they be open enemies: they hold likewiſe a community of the Seas for Navigation, as alſo a diſtinct dominion of the Seas adjoyning to the Territories and Juriſdiction of their countries, they take Cuſtom, Subſidies and all manner of Impoſition upon the commodities imported and exported out of their Harbours, Havens, and Ports, as alſo for the fiſhing in their Seas, Streams and Dominions; of all which the Merchant is to take eſpeciall notice, to avoid danger in the Traffic and Trade with their Subjects, for non-payment of the ſame, which they claim *jure gentium.*

Are not the Sea-Laws eſtabliſhed to decide the controverſies and differences happening between Merchants and Marriners? And is it not convenient for Merchants to know them? Conſidering that Merchants maintain the Fiſher-men, and (by way of Trade) cauſe the Sea and Land Commodities to be diſperſed every where?

So

So that the prerogatives do alſo appertain to the Law-Merchant, as properly inherent unto commerce, and the obſervation of Merchants being of like condition to all People and nations.

Concerning manners and preſcriptions, wherein the differences is to be noted from the Law-Merchant; the ſame conſiſt in the erecting of Officers, creating of Officers, and making of Laws, which of themſelves make a ſeparation between Cuſtoms: Alſo the giving or beſtowing of honours and dignities, the granting of privileges, and the doing of any thing which concerneth the Honor, Body, and Goods of any man, whereunto all things touching man have a reference, and do meerly belong to the preheminence of Princes in their Places of Soveraignty. Manners and preſcriptions of the Law of Nations.

And herein let us obſerve the difference between Laws and Cuſtoms according to the deſcription of the ſaid worthy author *Cicero*.

A Cuſtom (ſaith he) taketh her ſtrength by little and little in progreſs of Time by a generall conſent, or, of the moſt part; But the Law cometh forth in a moment and taketh her ſtrength from him that hath power to command: Cuſtoms do take place gently; but the Law commandeth with a power ſuddenly. True it is, That the Law may aboliſh Cuſtoms, but Cuſtoms cannot derogate from the Law, becauſe Magiſtrates will ſee them executed at all times. Cuſtoms have their ſtrength by ſufferance; but the Law commandeth by abſolute authority of a Prince. And yet Cuſtoms are of no leſs power than a Law, and the difference conſiſteth moſt in the manner. *Lex eſt cui omnes homines decet obedire propter multa & varia, & maxime quia omnis lex eſt inventio quædam & donum Dei.* All men ought to obey the Laws, which are many and divers, and chiefly becauſe all Laws are (as it were) an invention and a gift of God. So much, yea more may be ſaid of the Cuſtom of Merchants, becauſe of their continuance and antiquity, as aforeſaid. Difference between Laws and Cuſtom

And for that the ſaid cuſtomary Law of Merchants, hath a peculiar prerogative above all other Cuſtoms, for that the ſame is obſerved in all places, whereas the Cuſtomes of one place, do not extend in other places, and ſometimes they are obſerved, and ſome times they are neglected. But the Cuſtoms of Merchants concerning traffic and commerce, are permanent and conſtant, and when they are not truly obſerved in ſome places, by ſome errour or miſpriſion: *Non eſt conſuetudo, ſed uſurpatio*; For ſuch Cuſtoms loſe their names, and are called Uſurpation, which is the cauſe that many times Cuſtoms are eſtabliſhed for Laws by him or them that have power to make Laws. And Cuſtoms are the beſt Interpreters of the Laws, either for ſuppreſſing of vice, or eſtabliſhing of Vertue: So that whatſoever alledgeth a Cuſtome in his defence, is to prove and maintain the ſame if it be honeſt. Now we muſt not underſtand this of any evil Cuſtom, becauſe they make no preſidents, and are to be ſuppreſſed by Laws. Likewiſe a Cuſtom well obſerved, is to be preferred before a Law not obſerved. And this Gradation ought to be maintained and ſeriouſly obſerved concerning Laws and Cuſtoms, That even as the Wills, Contracts, or Teſtaments of particular men, cannot derogate or undoe the Ordinances of the Magiſtrates; and as the Order of the Magiſtrates cannot aboliſh ancient good Cuſtoms, or Cuſtoms cannot abridge the generall Laws of an abſolute Prince; no more can the Law of Princes alter or change the Law of God and Nature. The Prerogative of Merchants Cuſtomes above all other Cuſtomes. Cuſtomes are the beſt interpreters of Laws. A Gradation concerning Laws and Cuſtomes.

Bartolus, Baldus, Juſtinian, Ulpian, Paul the *Juriſconſultu, Papinian, Benvenuto Straccha, Petrus Santern, Joannes Inder, Balduinus de Vbald, Rodericus Suarez, Jaſon, Angel, Andrias Tiraquell, Alciatus Budeus, Alexander Peruſius, Pomponius, Incolaus Boertius, Azo, Celſus, Ruſinus, Manſilius, Sillimanus, Accurſius, Franciſcus Aretinus, Griſogonus, Lotharius, Julianus,* and divers other Doctors and learned of the civil Law, have made many long diſcourſes and Volumes of Books of the queſtionable matters fallen out amongſt Merchants, for, and concerning Merchandiſe, which are yearly obſervations, or Book-caſes and precedents; by the reading whereof, Merchants are like rather to Metamorphiſe their profeſſion and become Lawyers, than truly to attain to the particular knowledge of the ſaid Cuſtoms or Law-Merchant: For they have armed queſtions and diſputations full of quillets and diſtinctions over-curious and preciſe, and many Book caſes of the Law-Merchant.

Apicis juris, what they are.

of them to ſmall purpoſe, full of *Apicis juris*, which themſelves have noted to be ſubtilties, ſaying *Apicis juris ſunt quæ ſubtilitatem quandam reſpiciunt magis quam facti veritatem*, They do more regard certain ſubtilties than the truth of the fact, or matter: As for example. To define.

Quid ſit Mercator, what a Merchant is? *Quidve Mercatura*, what Merchandiſing is?

Whether he is a Merchant that doth once buy and ſell?

Whether merchandiſing and negotiating be one and the ſame?

Whether an Uſurer be a Merchant?

Whether ſelling by retail ſhall be called merchandiſing?

Whether a Clergy man or a Gentleman dealing in buying and ſelling, ſhall be called a Merchant in any controverſie?

Wherein a Merchant may be like an Uſurer?

Whether a man buying commodities in groſs, and working the ſame out again into other things to be vented by an ordinary courſe of traffick, be a Merchant, artificer, or trades-man?

Whether a ſeller of horſes may be called a Merchant?

Whether a ſhop-keeper trading beyond the ſeas and at home, be a Merchant?

Whether a Merchant ſhall be called to be a Merchant of one kind of commodities, that dealeth for divers ſorts of Merchandiſes or Wares?

Whether he be a Merchant that dealeth not for himſelf: but others negotiate for him? or whether a young man dwelling with a Merchant, may be a Merchant? And other the like queſtions which I hold it to be unneceſſary to trouble Merchants brains withall.

Definition of a Merchant.

The definition of a Merchant is to be noted. For he that continually dealeth in buying and ſelling of commodities, or by way of permutation of wares both at home and abroad in foreign parts, is a Merchant.

Conditio numeri potioris, non maioris.

Next in order, the conditions and properties which a Merchant ought to have, are to be conſidered; namely to be without fraud and deceit in his buying and ſelling of commodities, and to keep faith with all men.

Caveat emptor.

Hereupon queſtions are made, whether a Merchant may traffick with Turks, Heathens, Barbarians, and Infidels, and perform promiſe with them? whether a Merchant may ſell his commodities as dear as he can, without reſpect of perſons? whether he may uſe lies (as being officious) in the ſelling of commodities? whether he may be crafty without deceit? whether learning be requiſite in a Merchant? whether he may deal in prohibited commodities at his apperil? whether a Merchant buying commodities and ſelling them better cheap than they coſt him, ſhall be held in ſuſpition to be near decaying? And the like of him that taketh up much money at intereſt.

The continuance of a Merchant.

The ſaid Civilians have alſo determined how long a Merchant is to be ſo called; which is either when he breaketh, or giveth over to deal in Merchandiſe; or when he is prohibited to deal, for offences committed. And hereunto thay add a declaration of ſuch as may trade; and by the contrary thereof, is to be underſtood who may not trade, *viz.* Clergy-men, Noblemen, Gentlemen, Souldiers, Counſellors at the Laws both Eccleſiaſticall and Temporal, publick Officers and Magiſtrates, frantick perſons and mad-men, Youths under years, Orphans, Lunaticks and Fools, all theſe are exempted to be Merchants: But Sons and Servants may deal in Merchandiſe with their Fathers and Maſters.

Perſons exempted to be Merchants.

What Merchandiſe is fit for trade.

Laſtly, they have robſeved, that Merchandiſe is properly to be made of all moveable things, excepting holy things, and prohibited wares, or munition to be carried unto infidels or enemies. All which determinations can give but little ſatisfaction to inſtruct Merchants.

Merchandiſe two-fold.

Plato ſaith, that Merchandiſe is two fold, namely, *ad victum & veſtitum*, of things for the back and for the belly, as belonging to the body of man; and of things concerning the mind of man, as learning of muſick, and other arts bought for mony, and ſold again to others for mony; and this diſtinction is in regard of man, but far from

from that matter of traffique, and commerce which is comprehended under commutative juſtice, whereof *Cicero* ſpeaketh.

Let us therefore ſet down, what a compleat Merchant ought to know concerning the courſe of merchandiſing, and withall declare the method obſerved in this Book of the Law of Merchants.

1. A merchant ought firſt to know the ſcience of Arithmetic, and to obſerve the dayes & times in all his negotiations, and the beginnings of the year in all countries, and to calculate all things orderly. The methode of this Book.

2. The ſeverall weights and meaſures of all countries concerning all commodities, and the correſpondence of them, that there may be to him in effect but *unum pondus & una menſura*, that is, one weight, and one meaſure.

3. The ſcience of Geometry, and ſome inſpection of Coſmography, and the Mathematicks, thereby to know the ſcituation of Countries, with their diſtance and ſpaciouſneſs: and the diſtinct dominions of Princes by Land and by Sea, with their juriſdiction, and duties for fiſhing and otherwiſe.

4. To know the three Eſſentiall parts of traffick, being *Commodities*, *Mony*, and *Exchange for mony by Bils* of exchanges; under which all the traffique and trade is performed in all countries, or by ſome of them, becauſe they are the cauſes of commerce, whereof the effects are buying and ſelling of commodities, receiving and paying of monyes and delivering and taking of monyes by exchange, with their Adjuncts and Accidents in the ſaid courſe of traffique.

5. To know alſo the goodneſs of the principal commodities of all countries, either ſuperficially for colour and beauty; or ſubſtantially for quality and uſe. As alſo the weight, fineneſs, and valuation of the monyes of all countries, with the proportion between the Gold and Silver, and the manner of exchanges made by bills upon the imaginary monyes, invented to make exchanges between Country and Country.

6. The cuſtoms uſed in the buying and ſelling of commodities for mony or bills obligatory, or by way of Commutation or Barter.

7. The delivering of monyes at intereſt, or upon Botomary, or upon lives, annuities, or penſions in nature of rent, &c.

8. The fraighting and ſetting forth of Ships, making of Charter-parties, Bills of lading, Invoice, and Covenants and Contracts. As alſo the ſea laws, to decide all queſtions and controverſies which fall out betwen Merchants and Mariners, and Owners of Ships.

9. The cuſtoms, ſubſidies, impoſitions, tribute, and tolles payed upon all the commodities imported and exported, within the dominions of all Princes.

10. The manner of making Aſſurances upon Goods, Ships, the Perſons of men, or any other things adventured by ſea or by land; and the cuſtoms obſerved therein between nation and nations.

11. The keeping of Merchants accompts, by Debitor and Creditor, and the calculation of the diverſities of mony, whereby the ſaid Books of accompt are kept.

12. The authority and proceedings of Merchants Courts, or Priors and Conſuls, to decide the differences according to equity in places where they are kept, or any other Laws Imperiall, or Common to ſome countries, whereby Merchants controverſies are determined; with the courſe of attachments and ſequeſtrations, or executions and finall determinations by arbitrators, or judiciall decrees in any Chancery or Court of Equity.

All theſe (making the cuſtomary law of Merchants) have never been written by any Civilian or Philoſopher, nor for ought I know, of any author, as is convenient for Merchants; whereupon I have (with Gods aſſiſtance) reſolved to handle the ſame compendiouſly, and ſubſtantially in this Book, upon fifty years obſervation, knowledge, and experience. And albeit that the Sea laws are comprehended therein, whereby the The Cuſtomary Law of the Merchants.

the proceedings might ſeem to be promiſcuouſly handled, nevertheleſs the method is followed as near as the matter could afford, according to the ſaid three Eſſentiall parts of Traffic, or the three Simples of Commodities: Mony, and the Exchange of mony by Bils of exchanges, as hereafter may appear. And this Law of Merchants hitherto obſerved in all countries, ought in regard of commerce to be eſteemed and held in reputation as the Law of the twelve Tables was amongſt the Romans. For herein you ſhall find every thing built upon the foundations of Reaſon and Juſtice. And knowing the foreſaid twelve points, you ſhall be able to pleaſe your own mind, and give ſatisfaction of your ſufficiency to others. For the ſaying is true; *Melius eſt civitatem, ab optima lege, quam ab optimo viro gubernari*; It is better to govern a City by a good Law, then by a good Man. And it is better for a man to be ruled by Reaſon, than by his own reaſon to ſeek to rule others.

Finally, to give ſatisfaction to the Learned and Judicious, I have abſtracted the obſervations of the Learned in the Civil Laws, upon all the precedent points, and added them unto the following Chapters diſtinctly from the Cuſtoms of Merchants; uſing the ordinary name of Civilians in generall, without naming any particular Author, to avoid ambiguity and uncertainty in the contents of this Book, divided into three parts, according to the ſaid three eſſentiall parts of traffic.

CHAP. II.

An Obſervation concerning TIME.

ALL men of Judgement and underſtanding do know, that there is nothing more neceſſary for the knowledge of Hiſtories and divers eſtates of the world, then the obſervation of Times, without which, great obſcurity and errors will be found in the actions of men, as well in matters of Religion, as in civil government, where Merchants (in regard of their traffic and commerce) have the managing and diſpoſing of the Wealth of Kingdoms and Commonweals. So that it behoveth them to obſerve the the Years, Months, and Weeks, Days, and ſometimes the Hours of their negotiation, with the courſe of the Moon, and the ebbing and flowing of Waters, the variation of Winds, and alteration of Weathers, for ſtorms at the Seas, and unſeaſonable Times on Land, whereby the harveſts do fail, and commodities become to be plentifull or ſcarce, and the prices thereof dear or good cheap: with many other conſiderations incident in the courſe of buying or ſelling of commodities, and in receiving and paying of monies.

Merchants are to obſerve Time.

To make a definition of Time, (will in one reſpect) be very difficult, if we conſider that Time is inſeparably conjoyned with eternity. But if we obſerve the attribute of Time, and to diſtinguiſh things orderly, we ſhall eaſily perceive what time is, and make uſe thereof.

The attributes of Time.

Time is the Conſumer of all things. *Tempus edax rerum.*
Time is the diſcoverer of all things, *Veritas filia temporis.*
Time is uncertain and wanteth bounds, *Tempora mutantur, &c.*
Times minutes paſt, no treaſure can reſtore, *Irrevocabile Tempus.*
Time doth pierce the hardeſt flint, *Gutta cavat lapidem, non vi, ſed ſæpe cadendo.*
Time hath a ſalve for all extremities, and yet begetteth uſury.

Times

Times office is to end the hate of Foes.
Times Glory is to calm contending Kings.
Time is a tutor both to good and bad, and doth diſcover the affections of the mind.
Time offers ſtill each hour to do amiſs.
Time breedeth grief, and heals when Art doth fail.
By Time and Wiſdom paſſion are ſuppreſt.
In Time ſmall Wedges cleave the hardeſt Okes.
Time is the Anchor both of Truth and Right.
Time hath ſet down the compaſs of his courſe.
Times motions do equal the reeling Sun.
Time meaſureth our actions.
Time is the beſt Governor of all our councels.
Time on the wearieſt wretch beſtoweth reſt.
Both Life and Love in time muſt have an end.

Many more attributes may be beſtowed upon time: but we ſhall find upon due conſideration, that Time is but a diſtinction and meaſure of all things, and between all things.

The revolution of Time.

Concerning the revolution of Time let us obſerve, That even as God the Author and Conſerver of all things, in a comely and decent order hath appointed a ſucceſſion and progreſs of Time, for accompliſhment of the natural courſe thereof: ſo hath he appointed certain periods and revolutions of Time, wherein things return to the ſame or like eſtate wherein they were before: As we ſee in the motions of the Heavens, and conſequently in the ſeaſons of the year, all which are meaſured by Time. The Sun, the Moon, and the Stars, to have their particular and diſtinct revolutions, wherein they accompliſh their courſes, and return after a limited and determinate ſpace of Time to the places from which they did depart.

Annus quaſi Annulus.

The Sun compleating his courſe and revolution in 365 days, and almoſt 6 hours or a quarter of a day, as ſhall be declared, which is that ſpace of Time which we call the year, termed *Annus, quaſi Annulus*, taking the ſimilitude from a Ring; which cauſed the Egyptians to make the figure thereof in their Hieroglyphicks like unto a Serpent biting his own tail.

The Moon by her revolution in the Sphere in 28 days or thereabouts, determinates unto us the months, as the Sun doth the days and hours.

Saturnus the planet maketh his revolution in 30 years. *Jupiter* in 12 years. *Mars* in two years: and *Venus* and *Mercury* in 360 days or thereabouts. The fixed ſtars have alſo their peculiar motions and revolutions: The knowledg of all which is both pleaſing and neceſſary unto judicious Merchants.

Periods of Monarchies and Commonweals.

And becauſe Time is ſubject to be numbred by Ages, Years, Months, Days, Hours, Minutes, and their diviſions and ſubdiviſions, we cannot in this place omit to particularize concerning the ſame; albeit it may be thought inconvenient to touch the obſervation of the period of Monarchies and Commonweals, made by ſome Authors, which (by many important reaſons) may be amplified.

Of the Ages of the World.

Some diſtribute the whole Ages of the world into three parts, aſcribing to every Age 2000 years, which proceedeth from that common opinion of *Elias* a certain Rabbin or Jew, affirming that the world ſhould ſtand 6000 years, and then be diſſolved: of the which they reckon 2000 years before the Law, 2000 years under the Law, and 2000 years under Chriſt, which ſhall be ſhortned for the Elects ſake; which opinion hath been received by divers Godly Fathers; ſuppoſing that as the World and all things therein was Created in ſix days, ſo the ſame ſhould endure 6000 years, taking each thouſand years for a day, according to the ſaying of S. *Peter*, that one day before the Lord is as 1000 years, and 1000 years as one day. In this ſupputation is ſome reaſon; for from the beginning to *Abraham*, with whom the firſt covenant was made and to whom the Law of Circumciſion was given; we find to be near 2000 years, and likewiſe under the Law, until Chriſt, about 2000 years; and now under Chriſt is above 1620 years, reckoning toward the laſt 2000 years.

1 *Pet.* 3.

Auguſtus

Auguſtus writing of theſe Ages, divideth them into ſix, and reckoneth the firſt Age to be from *Adam* from *Noah*; the ſecond from *Noah* to *Abraham*; the third from *Abraham* to *David*; the fourth from *David* to the Captivity of *Babylon*; the fifth from the Captivity to Chriſt; the ſixt and laſt, under the Kingdom of Chriſt until the end of the World. Others there be that do diſtribute the ſame into four, according to the nature of four kinds of mettals, the Golden, Silver, Braſs, and Iron Ages: alluding to the prophecy of *Daniel* of the four Monarchys. Others do account the ſame by thouſands or millinaries, according to certain obſervations of 6000 years in the alterations of things. Others do calculate according to the Ages of men, ſuppoſing 100 years for an Age: and ſo now being 56 Ages and more, the number 60 or before, the end of the World ſhall come. But let us obſerve the true computation of the Church moſt generally approved hitherto, and reckon from the Creation until *Noah* 1656 years when he entred into Ark; and from the Floud to *Abraham* 367 years; and from the departing of the *Iſraelites* out of *Egypt*, 430 years; and from the departing to the building of the Temple by *Solomon*, 430 years; and from that Time to the eleventh year of King *Zedekiah* (deduced by Scripture) is 427 years. So the whole ſum of theſe years commeth juſtly to 3360 years. Hereunto 70 years being added of the captivity of *Babylon*, is 3430 years, which are 790 Sabbaticall years, of ſeven years every Sabbaticall year, without any odd number; and from that Time untill Chriſt, there is no momentary difference by any Hiſtorical account, whereof underſtanding Merchants ought to be informed, and all men take pleaſure of this obſervation in their Almanacks.

Computation of Ages by Scripture.

An. Dom. 1620.

From the Creation of the World, until the laſt year	5582.
From the ſaid Creation until the Floud	1656.
From the ſaid Creation, until the Birth of our Saviour Chriſt	3962.
Since *Brute* did enter the Iſland of Great *Brittain*	2727.
Since the building of the Temple by *Solomon*	2649.
Since the building the City of *Rome*	2371.
Since the Captivity of *Babylon*	2258.
Since *Julius Cæſar* was ſlain	1669.
Since the Birth of our Saviour Chriſt, until the laſt year	1620.
Since the Conqueſt of *England* by Duke *William*	553.
Since the beginning of the Reign of King *James* the firſt of that Name of *England*, until the 24 of March 1620, is 17 years compleat, but currant	18.

Of the ſeveral beginnings of the year.

Concerning the year there many obſervations and even of the ſeveral beginnings of it. And let us note *obiter*, that the Body (the Soul of man conſiſting in the blood) hath 365 veins, as reſidences agreeable to ſo many days of the year.

All our Almanacks or Calendars begin the year from the 1 day of January, albeit this beginning differs in many other Countries, which Merchants ought to obſerve.

The Aſtrologians begin at the entrance of the Sun in *Aries*, which is the 21 of March, at 12 of the clock at noon.

The old *Romans* did begin their year *ab Hieberno ſolſtitio.*

The *Egyptians* and old *Jews*, from the 21 of March with the Aſtrologians.

Thoſe of *Aſia* and *India*, *ab Equinoctio Autumnali*; being the 23 of September, at 12 of the clock at noon.

The *Grecians* of the longeſt day of the year. The *Venetians* of the firſt of March. The *Spaniards* from the Annunciation of the Virgin *Mary* the 25 of March, as *England*, *Scotland*, and *Ireland*. The *Portugals* and the *Eaſt-Indies*, *Barbary*, *Preſter-John*, the 29 of Auguſt. *Moſes* by Gods commandment, *ab equinoctio verno*, *i.* Eaſter, according to which, Eaſter day was ordained upon the full Moon, being the 14 day of the firſt Moon, after the Sun entered into the ſign of *Aries*, which is alſo uſed in *Egypt*. Afterward in the year of our Lord 328, the Council of *Nice* did ordain Eaſter day alwaies to be upon the Sabbath day, or Sunday next after the full Moon. And the Biſhop of *Alexandria* made thereupon a liſt, according to the Circle or Golden Number of the Moon, beginning from the figure 1, till Number 19: for that in 19 years the Moon

Eaſter day.

Moon maketh her compleat revolution, and concurreth with the Sun : And if the Number did fall out upon a Sunday, then the Sunday after was *Easter* day, according to this abstract ; which is now altered by Ten days, upon the alteration of the Kalender by Pope *Gregory* the 13.

The Ist appointed for Easter day,

Golden number.

1. The 5 of April.	10. The 27 of March.
2. The 25 of March.	11. The 15 of April.
3. The 13 of April.	12. The 4 of April.
4. The 2 of April.	13. The 24 of March.
5. The 22 of March.	14. The 12 of April.
6. The 10 of April.	15. The 1 of April.
7. The 30 of March.	16. The 21 of March.
8. The 18 of April.	17. The 9 of April.
9. The 7 of April.	18. The 29 of March.
	19. The 17 of April.

Revolution of the Sun and Moon.

The year being exactly Calculated according to the course of the Sun, or Revolution in the Zodiack through all the twelve Signs, consisteth of 365 days, 5 hours, 49 minutes, and 16 seconds. And the revolution of the Moon in her going course is 27 days and about 8 hours, and in her returning course about 29 days and one half, called a Month. Others have used, and some yet do use, the years of the Moon divided in 12 Months, every new Moon or course respected : And this year consisteth of 354 days, 8 hours, 48 minutes, 43 seconds, and 12 tierces, to which their was added 11 days called *Æpactæ*, as adjoyned days; which made the year to be 365 days and about six hours, as aforesaid : Which was used before the Flood, by *Jews*, *Greeks*, and is yet at this day used by the *Mahometans*, *Arabians*, and those of *Fez* and *Morocco*, and other places. The *Babylonians*, *Egyptians*, and *Assyrians*, have also observed 365 days for the year; but they did not add every fourth year one day, which we call the Leap year.

The Epact of 11 days added *Quære tamen quando incæperint.*

One whole day added every fourth year in February.

To make a better explanation hereof, let us note, that there is a great Circle imagined to be in the Heavens, called the Ecliptick, whereupon the Sun hath his continual motion or period, never declining from the same : And on each side is imagined to be another lesser Circle limiting the latitude of the Zodiack, the middle whereof is called the Ecliptick, for that whensoever there shall be a conjunction or opposition of the Sun and Moon, the Moon being upon the same Ecliptick, over which she passeth twice in one period, in so many days as aforesaid, (which second sections are called the Head and Tail of the *Dragon*) then (if at the conjunction) is our sight eclipsed by the the interposition of the body of the Moon, being (at the same instant) betwixt us and the Sun, thereby hiding some part of his light from our sight : yet hath the Sun in himself no more loss of light, than if a Man should put a ball betwixt my Eye and the Sun, whereby he might hide from my sight, either the total, or part of the body of the Sun. But if it be at the opposition, then the Moon doth indeed lose her total light, or part of her light, according to her latitude; for if her latitude be more than the Semidiameters of the body of the Moon, and the shadow of the Earth, then there can be no Eclipse at all. But whensoever the body of the Earth shall be interposed or put betwixt the light of the Sun, and the body of the Moon, (which cannot be but a full Moon, or opposition which are both one) then must she of necessity lose so much of her borrowed light as the Earth doth take away from her.

The Ecliptick of the Zodiack

Eclipse of our sight by the Sun.

When no Eclipse of the Moon can be Cause of the Eclipse of the Moon.

Within this imagined Circle or Zodiack are twelve constellations of Stars, called the twelve Signs; each of these Signs is divided into 30 degrees or equal parts, which make 360 in the total.

Now since the nature and quality of these twelve Signs were found, and that the Moon being the lowest of the Planets, doth convey and transport their operations and force through her Orb unto all Elemental Creatures, causing alteration of change and humours, times and seasons and distemperature of bodies; the ancient

Mans body is divided according to the Zodiack.

Aſtronomers have attributed unto them certain names of creatures, figures, and poetical alluſions, for diſtinction ſake, and to declare their property in ſome weak and confuſed ſort.

Alſo the Number 19 called the Prime and Golden Number, becauſe it was written in Golden letters for the utility thereof, which deſerveth the more ſo to be adorned with Gold for a perpetual remembrance of our noble King *James* and his Royal Iſſue, Born upon the 19 day of ſeveral Months, which is not without ſome myſtery as I think.

The Golden Number of King *James* and his Royal Iſſue.

The 19 of June *Ann.* 1568, King *James* was Born in *Scotland.*

The 19 February, *Ann.* 1594, Prince *Henry* (Deceaſed) was Born, and died before 19 years.

The 19 of Auguſt *Ann.* 1596, the Lady *Elizabeth* his Daughter was Born.

The 19 of November, *Ann.* 1600, Prince *Charles* his Son was Born, *Deo gratias.*

It may ſeem ſtrange, that *Julius Cæſar* did not obſerve this Number of the meeting of the Sun and Moon upon this period, when he made his Kalender 44 years before Chriſt; for the uſe hereof began in the year of Chriſt 532. And this Number of 532 containeth 19 times 28, in which time of 28 years (being the Cicle of the Sun) the ſame is multiplied by 19, which is the Cicle of the Moon.

Cicle of the Sun is 28 year.

The Dominical letters.

The Dominical letter is according to the noting of the ſeven days of the week, according to the Cicle of the Sun, beginning from A. B. C. D. E. F. G. and ſo returning and continuing for ever.

Divers beginnings of the day.

The day doth alſo begin diverſly: The Aſtrologians or Aſtronomers begin the ſame from one mid-day (or noon) until the next, being 24 hours by the clock; which is the cauſe that in their Almanacks they do ſet down always the place of the courſe of the Moon, being ſo many degrees at noon; howbeit, we reckon 12 hours; *France Spain*, and other places, the *Venetians* and moſt towns of *Italy*, the *Bohemians*, *Athenians*, *Ægyptians*, ſome *Jews* and *Græcians*, *Poland* and *Sileſia*, from the ſetting of the Sun untill the next ſetting, 24 hours. *Babylonians*, *Perſians*, *Chaldeans*, ſome *Hebrews* and *Greeks*, old *Romans*, they of *Wirtenborough* and *Norenborough*, from one riſing of the Sun to the other, 24 hours.

Calends, Nones, and Ides.

The days of the Month are alſo noted by Calends, Nones, and Ides. The firſt day of the Month was *Calend*, ſo called of *Vocato Populo*, declaring how many days it was to the *Nonas*, that all the People was to Aſſemble in the City, to know what was commanded unto them by the Temporal and Spiritual Laws, as being *nove obſervationis initium*, or *nono*, as the Ninth day from *Idas*. The *Tuſcanes* heretofore did homage to their King that day, and then it was commonly new Moon, and *Idus* was the full Moon, upon the Moon Months, being *March*, *May*, *July*, and *October*, being of 31 days, which had ſix *Nonas*, wheras the other 8 Months have but 4 *Nonas*, and every Month 8 *Idas*.

Indictio Romana.

Indictio Romana, whereby many Hiſtories account their years was inſtituted when the *Romans* had dominion over the greateſt part of the World, becauſe upon every *Luſtrum*, which was every fifth year, every one was to pay tribute unto them. The firſt year they did bring Gold, the ſecond Silver, the third year Iron for Munition and Armour: So that it was the ſpace of 15 years, beginning from the 25 of *September*. And at the Birth of Chriſt it was *Indictio* 3, and falleth out in the year of 1620 to be alſo *Indictio* 3, according to which obſervation the Calculation of ſome Hiſtorical years is made.

That the Roman *Calender may eaſily be reformed without the Alteration of Ten days, made by Pope* Gregory *the Thirteenth.*

JUlius *Cæſar* the firſt Emperour of *Rome*, a Man Learned and of great magnanimity, conſidering that the *Roman* years were reckoned confuſedly according to the courſe of the Moon, and by the *Hebrews* with their intercalar Month, to make the ſame agree with the Sun: By the Counſel and Inſtigation of *Soſigenes*, an expert Mathematician,

thematician, about 44 years before the Birth of Chriſt, deviſed a new form of Kalendar, firſt framed after the courſe of the Sun, dividing the whole year in Three hundred ſixty five days, and ſix hours, making it to contain twelve Months whereof the names are yet in uſe; beginning from March for the firſt Month; which cauſed September, October, November, and December, to bear their names the Seventh, Eighth, Nine, and Tenth Month; yet all years by the Almanacks putting January for the firſt Month beareth the name accordingly from the Heathen God *Janus*, painted with two faces, as it were beholding the year paſt, and the year to come. February was ſo called of certain ſacrifices then offered, called *Februa*; March, of *Mars*, an Heathen God; Aprill, of the Spring-Time, and the Word *Aperio*, opening all vegetables and other things: May, of *Maya*, the Mother of *Mercury*, June *à Juniore*, for that all the young People had a meeting in that Month for recreation; July, of his own name *Julius*; and *Auguſtus* for the enlarging of the Empire.

The denomination of the Months.

Now foraſmuch as the odd ſix hours, could not conveniently be brought to account every year: he ordained that every fourth year one day ſhould be added to February, becauſe four times ſix hours maketh up a whole day of Four and Twenty hours, and the year wherein this odd day falleth, we call commonly Leap year having three hundred ſixty days. And becauſe it was added at the ſix Calends of March, it is named in Latin, *Biſſixtus*, or *Biſſextilis Annus*. Nevertheleſs *Julius Cæſar* did begin his Kalendar in January, when the Sun entreth the eighth degree of *Capricorn*, eight days after the Winter *Solſtitium*, which then being the ſhorteſt day of the year fell upon the twentyfifth of December. And the Spring Time *Equinoctium*, about the twenty fifth of March. The which places of the Sun are now changed and ſlidden back in the *Julian* Kalender, from the ſaid obſervation of the Spring *Equinoctium*, as alſo from the Harveſt *Equinoctium* (being about the twenty ſixth of September) the longeſt day then falling out the twenty fifth of June, grounded upon this reaſon, of prevention of the Equinoctiall to the Twelfth, Eleventh, and Tenth days of the ſaid Months, and the Thirteenth and Fourteenth of September: but the chief cauſe proceedeth by reaſon that *Julius Cæſar* did reckon the year to continue three hundred ſixty five days, and ſix hours; which is more than the juſt Aſtronomers Calculation by Ten minutes of an hour, and forty four ſeconds, accounting ſixty minutes to an hour, and ſixty ſeconds to a minute: ſo that the year truly containeth three hundred ſixty five days, five hours, forty nine minutes, and ſixteen ſeconds, as is before declared, which difference in the ſpace of one hundred thirty four years or thereabouts maketh one whole day; and in the ſpace of one thouſand ſix hundred ſixty four years, being the time that the *Julian* Kalender was ſet forth, untill the laſt year, it commeth to Twelve days, Twenty Two hours, Forty minutes, and Twenty Five ſeconds.

The Leap year.

Solſtitium.

Equinoctium.

The difference of the account of years, for the errour.

For this cauſe ſundry Learned Men have heretofore deſired that the ſame may be reformed, to avoid inconveniences, and to have a true account of years and days. And the matter was propounded to divers generall Councils, but took no effect, till now of late years, by means of Pope *Gregory* the thirteenth, in the year 1582, and then it was permitted to one *Aloyſius Lilius*, (Profeſſor in Mathematic Aſtrology) to ſet down this long deſired Reformation; who being reſolved to do the ſame exactly by true account, was hindered by the Clergy, for they would not agree that the ſame ſhould be drawn back any further than to the time of the *Nicene* Council, which was in the year 328: and hereupon he brought the reckoning back only Ten days, and cauſed the 15 day of December to be called the 25 day, which is but obſerved in ſome places, and brought great controverſie in divers Countries: ſeeing the day of the Nativity of Chriſt, and other Feſtivall days, and alſo days of keeping of Fairs and Markets, are changed and holden Ten days before the accuſtomed time. And Merchants and others in making their Contracts and Obligations are often diſappointed of their days of payment, with divers other inconveniences.

Alteration of Ten days, and the inconveniences.

Whereas men of true judgement, might have made this argument: Is it by the addition of Time, growing by certain minutes and ſeconds every year, ariſing to one

whole day every fourth year, in the Month of February? Then, as it is increaſed thereby thirteen days in one thouſand ſix hundred ſixty four years, it may by the ſame Rule decreaſe ſo much in few years, by leaving out, and ſuſpending that one day, which is ſo added, untill it come to his firſt inſtitution and calculation of the Julian Calender; which may be reformed in fifty two years, beginning from the year 1020, being Leap year, and leaving out thirteen days, which is little more than one Hour in the ſaid, and is no perceptible difference; and after the ſaid fifty two years expired, to add the ſaid day again, and there will not increaſe any one day more, but in one hundred thirty four years. And all the yearly obſervations may be accommodated accordingly.

A true and good reformation of the Julian Kalender

I made an exact Table thereof, in the year 1604, whereby the day of the Nativity of our Saviour fell out again to be the ſhorteſt day of the year. This Table was ſhewed unto the Kings Majeſty of Great *Brittain* (as I was informed) and howſoever pleaſing, yet for ſome cauſes to me unknown not held fit to be eſtabliſhed.

CHAP. III.

Of Number, *and the Miſteries thereof.*

UNITY is the Spring and Fountain of Numbers, which hath a reference unto God, the only Fountain of Goodneſs, the only Father, Creator and Preſerver of us all. Here let us note, that the Philoſophers have not only (with one conſent) affirmed, That great miſteries and vertues are contained in Numbers. But the Ancient Fathers have alſo obſerved the ſame in the Holy Scripture; as *Jerome*, *Auguſtin*, *Origen*, *Ambroſe*, *Baſil*, *Athanaſius*, *Hilarius*, *Rabanus*, *Beda*, and others; amongſt whom Dr. *Rabanus* hath made a Book of the vertues which are hidden under Number. And if there were no miſtery comprehended under Number, Saint *John* in the Revelation would not have ſaid, He that hath underſtanding let him reckon the Number of the name of the Beaſt, which is the Number of a Man, ſpeaking of Antichriſt in the days of the Emperour *Domitian*, the tenth Perſecutor of the Chriſtians, and the twelfth *Roman* Emperour, when the Latine Tongue was moſt frequent, although he did write in Greek, which number was 666 by ſignificant letters. Now, as One is no Number, but *unitas*; ſo there is but one God, one World, one Sun, one King of Bees, and Leader amongſt Cattell. Number Two, is the firſt off-ſpring of unity, not compoſed, but in ſociety united, called the Number of Juſtice, wherein many things are obſervable. The Two Tables of the Law; Two Cherubins upon the Ark of *Moſes*; Two Teſtaments; Two great Lights; Two Natures in Chriſt; Two Solſtices; Two Equinoctialls; Two Poles, and many other things.

Vicarius generalis Dei, in Terris.
D.C.L.V.V, IIIIII.
Unitas.
Dualitas.
Trias.

The Number Three is called Holy, and *Tria ſunt omnia*, as the Philoſopher ſaith, which divers alſo do acknowledg to be of great efficacy in all things; whereof *Pithagoras*, *Virgil*, *Pliny*, *Ariſtotle*, *Trimegiſtus* and others, have written copiouſly; the glory of all belonging to the Three Perſons in the God-head, with the vertues of *Faith*, *Hope*, and *Charity*. In the figure of Four many things are to be noted, as the Four Elements; the Four originall Winds; the Four Seaſons of the year, &c. So of the Number Five, being the *Medium* of Ten, which in Number figurative climeth no higher, without doubling in Letters or Figures, having this property, that take nine from

4. & Quinarias.
Denarias.

from ten there remaineth one; take eight, there remaineth two; take ſeven, there remaineth three, and ſix remaineth four: All which remainders added together, make again the Number Ten, whereof the Number Five is equidiſtant. To ſpeak of the Five Senſes, Five fingers and toes, Five ſorts of creatures, and other dependences, would be tedious. The Number Six is not void of the like applications: But no Number more uſed in Holy Scripture (as perfect and compleat) than the Number Seven, called Sacred, becauſe God reſted the Seventh day, and did bleſs and hallow the ſame. It was ordained in the Law, that amongſt the People of God, every Seventh year ſhould be held Holy, wherein the Land ſhould reſt from labour, and that liberty ſhould be given unto Servants, and be called a year of reſt unto the Lord. And by the like Reaſons it was inſtituted, that the Iſraelites ſhould Number unto them Seven Sabbaths of years, containing 49 years, and immediately in the beginning of the 50 year following, the Trumpet of a Jubilee ſhould bee blown the tenth day of the Seventh Month. The Sacrifices for the moſt part are offered by Sevens; the great Feaſts of Gods People laſted Seven days, and they did eat Seven days unleavened Bread at the Paſsover; Seven Weeks were reckoned between the Paſsover and Penticoſt, and moſt of the Feaſts were in the Seventh Month. In a figure alſo did the Ark of *Noah* (which was a figure of Chriſt) reſt upon the Mountains of *Ararat* in the Seventh Month: likewiſe it is ſaid, *Wiſedome hath builded Her Houſe with Seven Pillars*, underſtanding the Church, with the gifts of the Spirit, which are figured by Seven burning Lamps, and by Seven Graven Candleſticks; the Stone mentioned by *Zachary* (which is Chriſt) hath Seven watching eyes of God; and the Number Seven ſo often uſed in the Revelations of *John*. To ſay nothing of the Seven Planets running their courſes; and among the fixed Stars, the Seven called *Pleiades*, and other Seven *Hyades*; and the two *Polar* Images, called *Urſa Major*, & *Urſa Minor*, contain each Seven Stars; and many other obſervations there are of the Number Seven may be noted.

Numerus magna perfectionis & virtutis.

Sabattical years.

Jubilee year.

Some obſervations there are of the Number Eight and Nine. And for the Number Ten, notice is taken of the Ten Commandments; Ten Curtains in the Temple of *Solomon*; Ten Strings upon the Harp, Ten Muſicall Inſtruments, and divers other particulars.

The Number Twelve hath very great uſe and concordance in the Scripture: the 12 Tribes of *Iſrael*, whereof 12. Stones were placed in the River *Jordan*, and ſo many Precious Stones upon the Breaſtplate of *Aaron*; ſo many Loaves offered; ſo many Altars builded, and ſo many Lions under the Braſen Seas; ſo many Fountains in *Helim*, and ſo many Men ſent into the Land of Promiſe; hereunto allude the Twelve Apoſtles, Twelve thouſand Nations marked, Twelve Stars to Crown the Queen of Heaven, Twelve Baskets of Bread gathered, Twelve Angels, and ſo many Gates and Stones of the Heavenly Jeruſalem; omitting to ſpeak of the Twelve Signes of the Zodiak, and many other particulars touching the coherence of this Number. Let us note, that ſome *Indians* and Heathen People at *Guiana* have no diviſion or account of Times and Number, they only reckon by the Moons, as one, two, three, four, or five Months; or by days in like manner: their Numbers they reckon thus, one, two, three, and ſo to ten; then, ten and one, ten and two, and ſo forth. And to ſhew their meaning more certainly, they will demonſtrate the ſame by their fingers, ſtill making ſigns as they ſpeak: and when they will reckon twenty, they will hold down both their hands to their feet, ſhewing all their fingers and toes; and as the Number is greater, ſo will they double the ſign. And when they appoint or promiſe any thing at a limited Time, they will deliver a little bundle of ſticks, equall to the Number of days or Moons that they appoint, and will themſelves keep another bundle of the like Number; and to obſerve their appointed Time, they will every day, or Moon, take away a ſtick, and when they have taken away all, then they know that the Time of their appointment is come, and will accordingly perform their promiſe, which may be a preſident to many Chriſtians.

Indians account of Time and Number.

Thus much may ſuffice to have noted concerning Number, and the coherence thereof

thereof with Time. Now whereas God by his divine providence hath made all things ſubject to *Number*, *Weight*, and *Meaſure*, let us in the next place intreat of Weights and Meaſures.

CHAP. IV.

Of WEIGHTS *and* MEASURES *uſed in all places of the World, with other obſervations.*

The manner of Weights.

HAUING intreated of Time and Number, wherein and wherewith God doth govern all things according to his determinate will and pleaſure: Now in order let us handle the deſcription of Weights and Meaſures, whereby all Wordly things are diſpoſed of: Which is moſt neceſſary to be known, to give every Man his own, and to buy and ſell by; according to which, all contracts and agreements between Man and Man (in the courſe of Traffic and Trade for all commodities) are made, to diſtinguiſh *Meum* and *Tuum*, by the Law and otherwiſe, according to common conſent of all Nations.

All WEIGHTS *are divided into three ſorts.*

FIrſt by the great number, that is to ſay, by Hundreds, Kintalls, Centeners, Talents, Thouſands, Weighs, Skipponds, Charges, Liſpounds, Rooves, Stones, and ſuch like.

The ſecond ſort of Weights, is by pounds, *Mina*, *Manes*, *Rotulus*, &c.

The third diviſion of Weights doth conſiſt in the ſmaller diviſion of 12, 14, 16, 18, 20 and 30 ounces to a pound, and the ſubdiviſions thereof.

Talentum. The Talent of the *Græcians* 60 *Minas*, every *Mana* 100 Drachms, ſo a Talent is ſix thouſand Drachms, 8 of them to one ounce is 750 ounces. Another Talent of *Greece* is 16 *Seſtertios*, being 40 *Minas* or Pounds of 18 ounces, as alſo of 20 ounces. In *Ægypt* it was 32 *Seſtertios* or 80 Pound. The 50 *Seſtertios* of *Cleopatra* are 125 ℔. In *Thracia* 48 *Seſtertios* being 120 Pounds. In *Africa* 24 *Seſtertios* are 60 *li.* differing alſo in the Pound Weight.

Cantar or Kyntall. *Cantar*, or *Kyntal*, or *Centener*, called hundreds of 100, 112, 120, 125, 128, and 132 Pounds. The *Hebrews* did call *Cicar* to be 50 *Minas* or *Maneg*.

Weighs. Weighs are commonly 165 ℔, or 180 ℔, or 200 ½ for a charge.

Skippound. Skippounds of 300, 320, 340, and 400 Pounds the Skippound.

Lyſpound. Lyſpounds of 15 and 16 Pounds to the Lyſpound.

Rooves. Rooves or Arrobas of 10, 20, 25, 30, and 40 Pound to the Roove.

Stones. Stones of 6, 8, 10, 16, 20, 21, 24, and 32, ℔, and alſo 40 ℔, as more particularly appeareth hereafter in their proper places.

Mixias. Mixias are alſo uſed, whereof we find mention made in ſome Books, is ten thouſand, and is commonly underſtood for 10000 Dragmes of 8 to an ounce, and 12 ounces to the Pound.

Marks. Beſſe. The Pound is alſo divided by Marks of 8 ounces, and Beſſe of 12 ounces; every ounce was amongſt the *Hebrews* 2 Sicles or Staters.

Siclus

Siclus is ſometimes taken for an ounce, alſo half an ounce, and quarter of an ounce, which is Gerag, or Obolus. Sicles, Staters, Gerag.

Mina Ptolomaica is 1 ½ Rotulus which is divided into ſmall parts, *viz.*
- 18 Ounces, of 12 to one Rotulus.
- 144 Dragmes, of 8 to one ounce.
- 432 Scruples of 3 to a Dragme.
- 846 Obulus.
- 1296 Lupes.
- 2592 Siliquas or Currats.

Mina of the *Græcians*, otherwiſe called Inna or Maneg, is a Pound.
- 12 ½ Ounces.
- 25 Staters or Ciclos.
- 100 Dragmes or Roſoli.
- 300 Scruples, 24 to an ounce.
- 600 Obolus.
- 900 Lupines.
- 1800 Siliquas.
- 3600 Areola or Chalcos.

Inna or Maneg.

Rotulus in *Arabia*, *Siria*, *Aſia* Minor, *Egypt*, and *Venice* is 1 ℔.
- 12 Ounces or Suchoſi.
- 24 Septarios or Cicles.
- 84 Deniers of 7 to an ounce.
- 96 Dragmes or Darchiny.
- 288 Scruples or Grana.
- 576 Obolus or Orloſſat.
- 864 Danig.
- 1728 Carrats or Siliqua.
- 6912 Keſtuff.

The 7 Deniers make an Ounce, and there were Dragmes alſo of 1 ½ Dragme and of 1 ⅛ Dragme, and of one Dragme called Alby.

In the Low-Countries the Pounds are divided diverſly in 16 Ounces, every Ounce in 8 Dragmes, or fifths, and 8 parts; And in *France* they call them 8 Groſſes, the 128 make one Pound. In other places they divide the Pound in 12, 14, and 15 Ounces wherof the Pounds and Ounces both do differ, which is the cauſe that hereafter every Country hath a declaration thereof. Difference of Pounds and Ounces

At *Bridges* in *Flanders* they uſe Pounds 14 Onnces, and of 16 Ounces, whereof the 100 ℔ of 16 Ounces make 108 ℔ of 14 Ounces; which Ounces 14 to the Pound are heavier, for 100 Ounces of theſe are 105 ⅓ Ounces of 16 to the Pound: Which Ounces are divided in half Ounces, or Loot, and every Loot in a Sizayns, and every Sizayne in 2 Dragmes or Quintes. The ſmaller proportions and ſubdiviſions of other places are as followeth. The Pound weight of Bridges.

Italian Pounds for phyſick uſed in other places alſo.
- 12 Ounces.
- 24 Loot.
- 48 Sizaynes or Siliqua.
- 96 Dragmes.
- 288 Scruples.
- 576 Obolus.
- 1728 Siliqua.
- 5760 Grains.

The ſaid Weight of Phyſick is at *Lyons* in *France* as the Merchants ℔.
- 12 Ounces.
- 96 Dragmes.
- 288 Scruples.
- 5760 Grains.

The

The Pound Weight of *Venice*.
12 Ounces.
72 Sextulas.
1728 Siliqua.
6912 Grains.

The Pound at *Paris* in *France*.
16 Ounces.
128 Groſſes.
384 Scruples.
9216 Grains.

In *Italy* the Pound is alſo divided
12 Ounces.
24 Staters.
96 Dragmes

Vienna in *Auſtria* the Pound in
32 Loot.
128 Quintes.
512 Pennings.
12800 Grains.

Foraſmuch as it falleth out moſt commoly, that upon trial of an unknown Weight, we do begin from the ſmalleſt Weight or Grain, and ſo aſcend to the other proportions, and to the Pound, by comparing the ſame to our Grains and diviſions of the Pound, which in matter of mint for Gold and Silver is of great moment, when the penny Weight is divided into 24 Grains in *England*, and in the Low-countries into 32 Grains. Let us note the great diverſity aboveſaid of 5760 Grains to 12800 uſed at *Vienna* and other places, proportionably to their Pound; and conſider how eaſily we may be overtaken therein, whereof a more ample declaration is in the mint affairs

Differences of Grains.

There is alſo a great obſervation to be had in the correſpondence of Weights of one country to the Weights of another country, upon the hundreth ſubtle, that is to ſay 100 Pounds even Weight. And becauſe in *England* all Wares of Volum or Bulck is ſold ſome by the hundreth Weight of 112 ℔. and ſome is ſold by the Pound, as ſpices, ſugars, and ſuch like, and yet are weighed by the ſaid Weight of 112 ℔; and that moreover, there is an over-weight allowed called Trett which is 4 upon the 112 ℔ and alſo 2 ℔ upon every skale of three hundred Weight called Cloff, which is abated between the buyer and ſeller, and ſo there is a loſs of Weight by this Trett and Cloff: And eſpecially becauſe the commodities imported are bought by the Weight of forein Nations; I have thought convenient to diſcribe the ſaid correſpondence of Weight according to the 100 ℔ ſubtle of *Antwerp*, being generally known in all places: And for the Weight of *London*, to make ſome obſervations particularly.

Trett and Cloff.

The correſpondency of Weight *of moſt places of Traffick.*

Antwerp. THe Cuſtom of *Antwerp* is to weigh by the hundreth Pounds even weight called ſubtle, for the which commonly there is allowed at the weigh-houſe 101 ℔. A Stone weight is 8 ℔ the Skippound 300 ℔ the Weigh 165 ℔ the Carga or Charge 400 ℔ which are two Bales of 200 ℔ for an horſe to carry on either ſide, and the Pound is divided into 16 Ounces.

The ſaid 100 ℔ Weight of *Antwerp* weigheth in the places following.

London. At *London* and all *England* —— 104 ℔ ſubtle Weight, and of the Kyntal Weight of 112 ℔, it weigheth —— 91 ½ ℔.

Dublin. At *Dublin* and all *Ireland* alſo 104 ℔ and 91 ½ by the great hundreth.

Edenborough. At *Edenboroug* in *Scotland* —— 96 ℔ and all *Scotland* over; and 103 ⅓ for 112 ℔.

The ſaid 100 ℔ make 189 ½ Markes of 8 ounces, which are ounces Troy; wherewith Gold, Silver, Pearles, Musk, Corral, &c.

Diamonds

Diamonds are weighed by another weight called Carrat, which is alſo uſed in *England*, *France*, and other places. One Carrat is 4 Grains in *England* and with them about 5 Grains, becauſe as aforeſaid they have 32 Grains to the Engliſh, being our penny weight. Diamond weight.

The ſaid 100 ℔ of *Antwerp* are correſpondent with the 100 ℔ *Bruxels*, of *Malines*, *Hertogenboſh*, *Lovain*, *Arſchot*; but at *Barrow op Zoom* 98 ℔.

At *Bruges* alſo 100 ℔. But Wooll weight is 180 ℔, which are weighed by Stones of 6 ℔, called Nails, uſed alſo by the Skinners there, and maketh 114 ℔ Engliſh Wooll weight weighing by four Nails, whereof 45 Nails make a weight, the two weighs make one pocket of Wooll. *Bruges.*

This 100 ℔ of *Antwerp* is but 93 ℔ at *Bruges*, in the weight of Butter and Cheeſe, weighing by Stones of 6 ℔, and 20 Stones is a Weigh, and do make alſo 189 ½ Marks of Silver, Gold, &c. Troy weight.

The ſaid 100 ℔ makes at *Gaund*, *Ypre*, *Dixmuyde*, *Hulſt*, *Popering*, *Tornay*, *Ailſt*, *Mirnow*, for Hops and other wares 108 ℔; and alſo in the *Wallons* Country. And at *Audinard*, *Cortyke*, *Lille*, *Doway*, *Santomer*, and all *Flanders* 110 ℔. *Gaund.*

The ſaid 100 ℔ of *Antwerp* make at *Amſterdam* but 94 ⅘ ℔, and for Silkes they uſe the weight *Aniweap*. *Amſterdam*

And all *Holland*, *Gelderland*, *Walſland*, and *Zeland*, it is 99 ℔, and 110 ℔ only at *Zurickzea* and *Tergoes* maketh 107 ℔. *Holland. Zeland, &c.*

FRANCE.

The ſaid 100 ℔ of *Antwerp* ſubtle weigheth by the Kings weight, at
Paris ——— 93 ℔, accounting 4 quarters of 25 ℔ to the hundred.
Diepe, *Abbevile*, *Bourdeaux*, *Borgoigne*, &c. ——— 94 ¾ ℔.
Roan ——— 91 ℔, by the Viconte, accounting as at *Paris*.
Alſo by the ordinary weight, ——— 94 ¾, weighed by the ſame, and account 4 *per cent.* over.

Lyons ———
- 111 ℔ ordinary weight by Centeners of 112 ℔.
- 102 ℔ Almericke or weight of *Genua*, for Silkes, Safforn, and ſuch like weighing by Small weights, and abating 8 per 100.
- 94 ¾ ℔ by the Kings weight, to pay Cuſtome by.
- A Charge is 300 ℔, a Quintal 100 ℔, and a Somme is 400 ℔.

Tholouze ----, *Avignon* ----, *Montpellier* ——— 111 ℔; every Centener or Quintal is 2 Frailes of 56 ℔.

Rochel ——— 111 ℔; and 119 ℔ by the ſmall weight.

Calais in *Picardy* ———
- 111 ℔ ordinary weight.
- 92 ℔ Merchants weight.
- 114 ℔ the *Engliſh* Wooll weight.

Genua ———
- 102 ℔ for Spices.
- 85 ℔ by the great weight.

Carga or Charge, is 270 ℔ ſmall weight.

Marſellis ——— 111 ℔.
S. Antoine ——— 127 ℔.

Aquiſmort, *Mirabel*, --, *Calſada*, ---, *Offerte*, --- 102 ℔. And all *France* generally 111 ℔. *Lyons* weight are ſome 102 ℔, or 94 ¾ as aforeſaid.

SPAIN.

Sevill, the ſaid 100 ℔ are 107 ℔ by { Great quintal 144 ℔ of 4 Roves of 36 ℔. / Smaller quintal of 112 ℔, of 4 Roves of 28 ℔. / Leſſer quintal of 120 ℔, of 4 Roves of 30 ℔.

Granada and *Armaria bona* —— { 105 ℔ Is Pound of 16 ounces. / 93 ℔ Silk and Copper weight of 18 ounces. / 54 ℔ great weight for Fleſh of 32 ounces.

Caſtile —— } 102 ℔.
Medina del Campo }

Burgos —— 93 Rotulus.

Arragon } —— { 106 ℔. / 96 ℔, Great weight for Wooll.
Barſelona } 131 ℔, Small weight for Saffron.

Valentia, — { 106 ℔ by Quintals of 4 Roves, of 30 ℔ for Spices. / 134 ℔ by Quintals of 4 Roves of 36 ℔.
Carga is 3 Quintals of 360 ℔, and the greater of 432 ℔.

The ſaid 100 ℔ of Antwerp makes in Spain.

At *Leon* —— 109 ℔.
Sarragoſſa —— 112 ℔, and ſmall Quintal 131 ℔.
Lavalona, *Sallanico*, and *Magilica*, — 131 ℔.
Vilaco, —— 80 ℔.

The Iſlands of the *Canaries* and all the Iſlands of *Spain* uſe the weights of *Sevill*, as aforeſaid.

PORTUGAL.

The ſaid 100 ℔ make 107 ½ Rotules or Araters, by —— { The great Quintal of 108 ℔. / The ſmall Quintal of 112 ℔, containing each four Roves of 32 ℔ and 28 ℔.

There is allowance made, four upon the hundreth upon Sugars; and two and three upon Cotton Wooll and ſuch like. The ſmall Quintal is the weight of the Contraction houſe of the Indies: Spice is weighed hereby, but all weighed by the great Quintal, and reduced upon the leſs Quintal. One Quintal of Wax is 1 ½ Quintal 112 ℔, is 168 ℔.

Madera
Cabo Verde
Santo Thomas
Guynea
Morocco in *Barbary* } 107 ½ Rotules or Pounds by the Quintal of 128 ℔.

Fez and *Suus* in *Barbary*, —— 96 ℔.

Calicut, 80 Aracoles for the ſaid 100 ℔ of *Antwerp*; here thay ſell by Baccar or Bahar, being at *Lisbone* 4 great Quintals of 112 ℔.

Baccar or Bahar is —— { 4 Quintals for 120 Aracoles. / 20 Faracoles of 32 ℔ per Rove, at *Lisborn* is 5 Quintals 480 Aracoles.

ITALY.

Venice, the ſaid 100 ℔ is —— 98 ⅔ ℔ Great weight, wherewith Fleſh, Butter, Cheeſe, Leather, Dates, Yarn, Copper thred, Iron, Oil, Brimſtone, and Wooll are weighed, called *A la groſſa*: And

And by the ſmall weight *Allaſotile* — 156 ℔ of 12 ounces, moſt uſed for all Merchandiſes, every ounce is ſix Saſſi, every Saſſi of 24 Carrats, every Carrat is 4 Grains.

They do alſo weigh by thouſands of 40 Mixi of 25 ℔ every one. And there is allowance made two upon the hundreth, in the Cuſtom houſe; they account alſo by Cargaos of 400 ℔ ſmall weight. Alſo by ſtar of 220 ℔ weight, howbeit ſtar is *Menſuralis*, to meaſure according to the weight of the Goods, as Ginger 180 ℔, Raiſins 260 ℔, Corne 130 ℔. ſtar containeth 54 pottles of wine at *Antwerp*, *Iſtria*, *Spalato*, *Sequia*, *Fiume*, *Piran*, and *Trieſte*, have all the ſame Weight, which the *Venetians* uſe as aforeſaid.

The ſaid 100 ℔ at *Rome*, *Florence*, *Bologna*,
- 132 ℔.
- 125 ℔ 12 of ounces.
- 53 ℔ of 30 ounces to weigh Wax and Wooll by Roves of 10 ℔.

Milan, *Pavia*, and *Ceremonia*
- 143 ℔, of 12 ounces moſt uſed.
- 132 ℔ of 12 ounces, being 13 of the other.
- 60 ℔ of 28 ounces for fleſh.

Rechanate — 137 ℔, but to Gold Thred but 112 ℔.

Treviſo, *Padua*, *Ferrara*, *Ottrante*, *Urbino* *Lanſan*, *Ceſena*, *Bergamo*, — 137 ℔, and 108 ℔ by the two Quintals.

Verona	90 ℔,	and for Gold Thred	143 ℔.
Breſſa	184 ℔,		136 ℔.
Naples	120 ℔,	and for Venice Gold	134 ℔.
Romagna	120 ℔,		134 ℔.

Carpi, *Mirandola*, *Parma*, *Plaiſance*, *Luca*, *Mantua*, *Forli*, *Carmia*, *Aquila*, *Crema*, *Como*, *Piedmont*, The ſaid 100 ℔ of *Antwerp* make 147 ℔.

Savoy — 137 ℔, and ſmall weight 195 ℔.

Raviano, *Faenza*, *Modena*, *Rimano*, *Ravenna*, and *Raguza*, all 132 ℔.

Genes by Roves, to a Quintal of 4 Roves and 4 ℔ over and above allowed, Pepper 110 ℔, and Ginger 114 ℔ the Quintal.

Napoli de Reame, *Puglia*, *Calabria*
- 147 ℔.

Macharon —
- 53 Rotulus the 100 to one Quintal or Cantar.

Sicilia all the Iſland over —
- 152 ℔ of 12 ounces.
- 61 Rotuls of 30 ounces, is a Cantar of 24 Seſtertio's.
- 54 Rotuls for fleſh by talents of 12 Seſtertio's, is 30 Rotulus.

Candia —
- 138 ℔ for Gold Thred.
- 89 Rotuls, the 100 is a Cantar or Quintal.

Nigrepont, *Griro*, *Laarta*, *Cataio*
- 119 ℔.
- 87 Rotuls, the 100 a Cantar.

Lacaonia 138 ℔, 78 ½ Rotules.

Conſtantinople { 87 ½ Rotules, the 100 a Cantar. / 39 Ochaa.

Dragma they call Metallicy, of 2 ½ make 3 Dragmes of ours.
The ſaid 100 ℔ make at *Armenia* 130 ℔.
At *Burſa* in *Natolia* —— 88 Rotules.
Bucca —— 44 Ocha's.
Damaſco 26 Rotules, whereof the 100 make a Cantar, every Cantar 5 Zurli or ſtones of 20 Rotules, a Rivola is at *Antwerp* 225 ℔.
Tripoli 22 Rotules.
Bieritti 21 Rotules.
Suria 156 Mina's, every one of 100 Dragmes.
Siria in *Hebrew* 80 Mina's or Maneg, and 100 is a talent of Pounds 18 ounces.

Alexandria —— { 108 Rotules, the 100 a Cantar. / 78 Mina's of 20 ounces.

Kalla maketh at *Antwerp* 560 ℔
Molucco 88 Rotules, the 112 make a Cantar.

Arabia —— { 78 Rotules of 12 Sachoſi, or ounces / 148 ℔. / 104 Maires or Mina's.

Almerica Malica — 90 ℔ of 12 ounces, or 36 Mina's Seſtertio's of 30 ounces, or is 60 Siclos.

Cyprus 20 ½ Rotules, the 100 a Cantar, and the 100 of *Famiagoſta* are in all the Iſland 104.

Rhodes 19 ½ Rotules, the 100 make a Cantar.

Scio: Fio 96 ¾ Rotules or Scrutari.

Corfu 97 ℔ great weight, and 115 ℔ ſmall weight.

Levante 26 Rotules and 156 ℔.

Egypt. —— { Alcario { 78 Mina's of 16 ounces. / 164 ℔. / 27 Rotules of 6 ℔ every one. } / Sciba is at *Antwerp*, 320 ℔, is Skippound. / Zeroi is 50 Rotules. / Forſori is 65 Rotules, is for Pearles. / Zadin is 77 Rotules. }

Muske and Ambar is weighed by Metallici or Dragmes, and with Peſo, whereof 1 ½ is Metallicum, the 50 are one marke, and our marke is 42 Metallici.

Suria —— { *Tripoli* 26 ½ Rotules. / *Achri* 17 ¼ Rotules, the 100 a Cantan Tambaran. / *Aleppo* and *Aman* 22 Rotules, the 100 a Cantar. }

Every Rotule is 60 ounces, 8 Metecalo or Dragmes is the Rotulo, 480 Metecalos or Metalicos is every one 1 ½ Peſo, and the 10 Peſo's is an Ouga or Ongia, wherewith Civet is weighed.

Archipelago / *Nicoſia* } 120 ℔.

Barbary

Barbary
- *Arcadia* — 92 ℔. / 83 ℔, for Mavigette.
- *Tripoli* / *Thunes* — 63 Rotules.
- *Oran* — 93 Rotules, the Cantar is 5 Roves of 20 Rotules. / 138 ℔ for Spices, and the Cantar is 4 Roves. / 50 Rotules for Corne, every Cantar 6 Rotules. / 61 Rotules for Cotton wooll, 15 to a Cantar.
- *Una* — 65 Rotules for Cotton wooll. / 75 Rotules for Spices. / 94 Rotules for Corne.
- *Sus* in *Africa* by the Quintal of 100 ℔ of *Sevill.*
- *Fez*, the Quintal is 66 ℔ of *Antwerp* of 18 ounces.

GERMANY.

The ſaid 100 ℔ of *Antwerp* maketh as followeth, at

Norenborgh, *Conſtance*, *Spiers*, *Bibrach* — 92 ℔ of 16 ounces or 32 Loott, ſome by the Centener of 100 ℔, and ſome of 120 ℔.

Collen — 93 1/3 ℔.

Ausburgh, *Munchen*, *Wiſell*, *Norlingen* — all 95 ℔.

Salsborgh — 111 ℔ by the ſmall weight, and 83 ℔ by the great.

Meyſen and all *Saxony*,
- 100 ℔, Zigoſtatica is the Princes, weight, marke; Pounds of ſixteen ounces.
- 96 ℔ Merchants weight.
- 148 ℔ of 12 ounces.

Frankford, *Hecdelborogh*, *Lipſich*, *Friburch*, *Vlme*, *Iſuff*, *Offen* of *Offner*, *Baſle*, *Coſtuts*, *Dompſtetter* — 96 ℔, they do uſe the Centiner of 100 ℔, 120 ℔, and 132 ℔.

Botſen, *Adler*
- 138 ℔ ordinary weight.
- 91 ℔ to weigh Steel, Tinn, and Copper.

Breſloo, *Sileſia*, *Pooſen* — 120 ℔ by Centiners of 132 ℔, and Stones of 24 ℔, whereof 5 Stones make a Centener.

Prage, *Canali*, *Paſſau*, *Gern*, *Regensborgh* — 87 ℔.

Vienna

Vienna, *Erfurd*, *Idria* } 85 ℔, a ſum of Quick-ſilver is 275 ℔ of { 32 Loott, 128 Quints, 512 Penning } the ℔.
Looſen 146 ℔.

EASTLAND.

The ſaid 100 ℔ of *Antwerp* make at
Hamborough —— 96 ℔, the Centener is 120 ℔ of 10 ℔ to the ſtone, 300 ℔ to the Skippound, or 20 Liſpound of 15 ℔.
Lubecke —— 96 ℔, The Centener 112 ℔, the Stone 10 ℔, and 32 ſtone to a Skippound, and the 20 Liſpound of 16 marke pouud is a Skippound alſo.
Coppengen 96 ℔ as *Lubecke*
Berghen in *Norway* —— 96 ℔, but very uncertain weighing with a ſling. *Straelſont* 92 ℔, the ſtone 10 ℔, and the Liſpound 16.
Stetin is 96 ℔, ſmall ſtone 10 ℔, great ſtone 21 ℔, the Centener 112 ℔.
Stockholm in *Sweden* 120 ℔, the Skippound is 320 ℔, and alſo 340 ℔, as at *Danſicke* by ſtones of 34 ℔.
Revell 120 ℔, and the Skippound is there 400 ℔.
Danſicke 120 ℔. 16 mark Pound are one Liſpound and 20 Liſpound one Skippound by the ſmall ſtone of 24 ℔ for Spices &c.

They have alſo a great ſtone to weigh groſs Wares, as Wax, Flax, and the like of 34 ℔ whereof 10 to the Skippound of 340 ℔.
Coninxborough 125 ℔, the ſtone is 40 ℔, and 10 ſtones one Skippound of 400 ℔, they do alſo weigh 350 ℔, for the Skippound of *Danſicke* which is very dangerous, beſides that the Citizens are much favoured.
Meluin is 124 ℔, the ſtone 40 ℔.
Riga is 120 ℔, and 20 a Liſpound, and 20 Liſpound to the Skippound.
Thoren 120 ℔, the ſtone is 24 ℔.
Nareca 120 ℔, agreeing with the weight of Riga.
Wilde is likewiſe 120 ℔, and 20 ℔ one Liſpound.
Cracau is 124 ℔, and the Centener is 136 ℔.

The weight of the laſt of corne.

The ſaid Skippound is uſed in many places; and as in *Italy* and other Countries a Carga or Charge is the loading of a horſe of 300 or 400 ℔ ſo the Skippound is taken for the lading of corn in a ſhip *quaſi Skippound*, as a divident of a Laſt of corn; and as a Pound is divided into 12 or 16 ounces, ſo is the ſhip Laſt divided into 12 or 16 parts. As for example, at *Danſick* 16 Skippound for the Laſt of 340 ℔ for every Skippound which is the Laſt of Rie, which is at *Antwerp* 283 ℔, ſo the ſaid Laſt 4245 ℔: and of Wheat 4528 ℔. At *Riga* and the *Nerua* 12 Skippound 4000 ℔; at *Neluyn* and *Coninxborough* 5200 ℔, in the *Low-Countries* is 16 Skippound for Wheat, at 300 ℔ maketh 4800 ℔, and 14 Skippound for Rie is 4200 ℔, ſo by the weight is the Laſt of *Danſicke* bigger and heavier than the Laſt of *Amſterdam*: and you ſee the difference of weight between Wheat and Rie. Theſe Pounds are called Marke Pounds, being of 2 markes to the Pound to be known thereby to be Pounds of 16 Ounces.

Rie.
Wheat.

Obſervations concerning the manner of Weighing.

TO weigh with few pieces or Weights, take Weights of augmentation double, namely 1 ℔, 2, 4, 8, 16, 32, and 64, making together 127 ℔, and with theſe ſeven pieces you may weigh all things until 127 ℔: and with trebble augmentations, as 1, 3, 9, 27, 81, 243, and 729 ℔, until 1093 ℔. But the double augmentation is more commodious for *Germany* and *England*, where the Centener of 112 ℔ is uſed.

There

There muſt be a ſpecial regard had concerning the beams or ballances, for the juſtifying of them. If it be an Iron beam, try the ſame empty, and afterwards loaden with equall weights: And if it be a Wooden beam, it happeneth many times that the ends are not even, or that the Irons about the ends are removed more on the one ſide than the other; therefore try the ſaid beam both empty and loaded, and you may find a great difference in weight, which with knocking in the Iron with a hammer may be remedied.

Whereas the weight of *Antwerp* (whereupon all the aforeſaid correſpondences are calculated) is bigger than the weight of *London* four upon a hundred, which may be thought a benefit; the ſame is not ſo to be accounted, becauſe of the Cuſtom 4 *pro cento* for Trett, allowed between the buyer and the ſeller, at *London*, which taketh away the benefit. This Trett is taken by dividing your Weight ſubtil by 26, otherewiſe you ſhould allow as it were Trett upon Trett.

The maner of the *Romans* to make their Wills and Teſtaments.

The *Romans* held a Cuſtom to name or call every mans Capitall or ſtock, a Pound or *As*; dividing the ſame into twelve ounces, every ounce into 24 Scruples, 288 ſcruples to the Pound: Beſſe was $\frac{2}{3}$ of the Pound, or 8 ounces *Sextula* of an ounce. *Duellum* of the Pound is *Bina Sextula*, or $\frac{1}{3}$ part, *Sicilicus* is 6 ſcruples, Dragma 3 ſcruples. And ſo in the making of their Wills and Teſtaments, they put down one to be heir of Beſſe, is 192 ſcruples, two of an *Ouncia* is $\frac{1}{12}$ part, or 24 ſcruples, 3 of *Semiſſa* is $\frac{1}{2}$ a ſcruple, 4 of *Duello*, is 8 ſcruples; in all 368 ſcruples, there being but 288 ſcruples in the Pound: So every mans portion muſt be ratably diminiſhed according to the Pound. *Cicero* made the Teſtament of *Ceſinna, ex deunce & ſenuncia*, was $\frac{23}{24}$ parts, and of *Marcus Fulvius* of 2 *Sextula* was $\frac{1}{12}$. There is alſo *Eubutio ſextula*, being $\frac{1}{72}$, and ſo the maſſe of their goods was deſcribed.

Of one Pound of 12 ounces, *Sextans* is two ounces *Quadrans* 3 ounces, *Triens* four ounces; and ſo accordingly the goods were diſtributed in equity. By means whereof the Teſtators wealth was not known, and when he gave more than the proportion Arithmetical came unto, the order was to reduce the ſame to the Pound of 288 ſcruples by diminution of every mans rate accordingly. The Cuſtome uſed by many now to give certainties, and the remainder in uncertainty is to be preferred.

Weights for Monies, and their correſpondence for moſt places of Traffique,

THere is another weight which is uſed in the Mints for Gold and Silver, which is the Mark weight of 8 ounces. This Mark weight is heavier at *Antwerp* than their ordinary Pound, by five upon the hundred.

This Mark is divided in 20 Engliſh, every Engliſh 32 Grains; ſo one Mark is 5120 of their Grains

This manner of Mark weight is uſed in moſt Countries, howbeit in ſome places of *Italy* by Pounds of 12 ounces otherwiſe divided.

In *England* the Pound Troy of 12 ounces is divided into 20 penny weight, every ounce and every penny weight into 24 Grains, which in *Antwerp* upon the Mark is divided into 32 Grains. So the Pound Troy of 12 ounces at *London* is but 5760 Grains; whereas the Mark of *Antwerp* being but 8 ounces, is 5120 Grains, as above ſaid. Whereof we intend to treat more amply in our ſecond Part of Law-Merchant.

There is alſo uſed a penny weight, which is divided; the Mark in 8 ounces, the ounce in 24 penny weight, and the penny weight in 24 Grains, making the ſaid Mark of 8 ounces to be 4008 Grains.

The Mark is divided at *Rome* in 8 ounces.

The Mark weight of *Rome*
- The ounce in eight Dragmes.
- Dragma 3 ſcruples.
- Scruple 2 Obolus.
- Obolus 3 ſiliqua's.
- Siliqua 4 Primi or Grains; ſo every Mark is 4608 Grains.

Meyſen

Meyſen in *Saxony*,
- Marks 8 ounces.
- Ounce 24 penny or Deniers.
- Penny 24 grains or Momenta, is alſo 4608 Momenta to the Marke.

Dantzick — *Danſicke* in *Eaſtland*
- Marke 8 ounces
- Ounce 32 penny } Is 512 in the Mark.
- Penny 2 Heller

Nuremberg — *Noriborough*,
- Mark 16 Loot.
- Loot 4 Quintes.
- Quints 4 Prime or Numulos.
- Penny 4 Seſtertio's, is the mark 256 Penny, or 1024 Seſtertio's.

France
- Mark 8 ounces
- Ounce 8 groſſes } Is 4608 Grains the Mark.
- Groſſe 3 deniers
- Denier 24 grains

Portugal,
- Mark 8 ounces
- Ounce 8 Oitavo's } 288 grains to the Mark.
- Oitavo 4 ½ great Grains.

Venice,
- Mark 8 ounces.
- Ounce 4 quarts or Silico's.
- Quarta 36 Carats or Siliqua's.
- Carrat 4 grains, is 4608 grains to the Mark, or 1152 Siliqua's.

Florence
- Pound in 12 ounces
- Ounce 24 deniere } 6912 grains the Mark.
- Deniere 24 graines.

	Gold.	*Silver.*
Genua	Mark 8 ounces.	Pound 12 ounces.
	Ounce 24 deniers.	Ounce 24 deniers.
	Denier 24 grains.	Denier 24 grains.

Naples, a Pound 12 ounces, and an ounce 8 Octany.

Beſſe, or old marke of the *Romans*,
- 16 Loot or Tetradragmes.
- 21 Tridragmes.
- 32 Didragmes.
- 64 Dragmes.
- 96 Obolus or Treobolus.
- 128 Triobulos.
- 384 Obolos.
- 768 Miobolos.
- 3840 Momenta.

The old Pound of the *Romans*, called *Pondus*,
- 64 Denarios.
- 128 Quinarios.
- 256 Seſtertios.
- 640 Aſſes.
- 1280 Semilibella's.
- 2560 Ternucios.

Libra

Libra Romana.
- 12 Ounces or gilders.
- 84 Denarios.
- 168 Victoritatus.
- 336 Seſtertios.
- 840 Aſſes.
- 3320 Quadrantes or Teruncios.
- 5040 Sextantes.

We have declared heretofore the diviſion of the Pound weight for wares, and the correſpondence of the hundreth ℔, compared to the 100 ℔ Suttle of *Antwerp*. And now in the ſame manner we ſhall note the correſpondence likewiſe by the hundreth markes of *Antwerp* to all the ſaid places or moſt of them, which is called the weight of the Duke of *Burgondy*, agreeable with the 100 markes of *Bridges*, and containing 14 ounces to the Pound.

The ſaid 100 markes of *Antwerp* make in all places following.

Saxony.	*Danſicke.*	105 $\frac{3}{19}$
Meyſen.	*Milan.*	
Collen.	*Vicenzà.*	
Treci.	*Lipſich.*	
Mens.	*Ulme.*	
Erfurd.	*Frankford.*	
Grecia.	*Ausborough.*	
Noremborgh.	*Baviere*	103 $\frac{1}{4}$ Marks.
Franconia.	*Bamberg.*	
Wiſſilbourgh.	*Fribourgh.*	
Ancona.	*Triviſo.*	
Roma.	*Crema.*	
Venice.	*Verona.*	

Piedmont and *Turin* —— 99 Marks.
Florence 72 Pounds.
Aquila 71 ℔.

Naples., *Calabria.*, *Puglia.*, *Adler.* — 76 $\frac{1}{2}$ Pounds.

Vienna., *Hungary.*, *Bothner.*, *Bohemia.* — 87 Marks.

Breſla in *Sileia* 12 $\frac{3}{4}$ Marks.

Paris., *Lyons.* — 112 Marks, Merchants weight.
Genua. — 102 $\frac{1}{2}$ Marks, the Kings weight.

Genes—. 116 Marks for Gold.
77 Marks for Silver or Pounds.

Spain 107 Marks.
Catalonia 100 Marks.
Burgas 116 $\frac{2}{3}$ Marks.

Conſtantinople.
Turky.
Africa.
Narſinga. } 87 Markes.

Perou.
Nova Spagnia. } 87 ½ Markes.

Egypt 94 Beſſes.
Perſia 87 Minas.

The premiſes are applied for our inſtruction in the handling of Mint affaires more at large.

Here followeth the diſcription of the Meaſures.

WHereas all Commodities, Wares, or Stuffes made of Wooll, Linnen, Silk, or Hair, are meaſured by the Ell, or Yard, which was taken upon the meaſure or length of the arme, accounting the half Ell for *Cubitus*, divided into four quarters, and every quarter into four inches: We ſhall alſo follow the Ell at *Antwerp*, generally known and obſerved in all places, in the correſpondence and buying of forrain commodities by it, reducing the ſame afterwards to our Ell or Yard.

Correſpondence of meaſures.

The hundreth Ells of *Antwerp* make in the Countries following.

EASTLAND.

London
- 60 Ells for Linnen Cloth with the palm and thumb meaſured.
- 75 Yards for Woollen Cloth with the thumb which is $\frac{1}{36}$ of a Yard.
- 59 Godes to meaſure Frizes or Frizadoes.
- 61 Ells Cords to meaſure Rowan Canuas whereof the Centener is 120 Ells, 10 Cords to a Centener of 12 Ells.

Scotland 72 Ells, and they reckon with ſix ſcore to the hundreth, is 120.

THE LOW COUNTRIES.

Antwerp for Silk Wares is but 98 ½ Ells.
Bridges in the ſhops is alſo 98 ⅔, but for Linnen is but 94 ½ Ells.

Gaunt.
Audenarde
Iſenghem
Damme
Ipre
Sluys } all 98 ½ Ells, and all *Flanders* and *Brabant* accordingly, and not named hereunder.

Dunkercke
Honſcotten } 100 Ells.

Caſſell, *Wynockxborough*, *Deyſe*, *Lowe*,
Bolduck, *Bruſells*, *Dieſt*, *Lovain* make 102 Ells.
Lile, *Cambray*, *Doway*, *Orſies*, *Meanen* and *Maſters* 96 Ells.
Amſterdam 101 ¼. *Harlem* in the market 94 ½ Ells for Linnen.
All *Holland* beſides is 103 ½ Ells.
Henault 94 ½ in the markets, but in ſhops 98 ½ Ells.
Gelderland and *Overryſell* 104 ½ Ells.
Middleborough 100 Ells, and in the market for Linnen 94 ½ Ells.

Fliſſing

Flissing 104 Ells, Vere 94 ½ Ells, *Goes* 97 Ells, *Romerswal* 99 Ells
Artois all the whole province 98 ½ Ells.
Tourney 108 Ells.
Liege 114 Ells.
Maestricht, *Asselt*, *Namen* and *Acon.* } 194 ½ Ells.
Couyn but 70 Ells.
Hoye 120 Ells.

FRANCE.

The said 100 Ells of *Antwerp* make at *Rouen* 58 Ells, the Centener of Ells being 112 of 4 quarters of 28 Ells.
Paris, *Rochel*, and all *France*, the following places excepted, 59 Ells.
Nantes, *Abbevile*, and all *Picardy* 84 Ells.

Lyons — { 60 Ells for Linnen Cloth. / 94 ½ Ells for silk wares.

Avignon { 60 Ells. / 36 Cannes.

Province — 36 Cannes.

Marsells { 36 Cannes for silk. / 33 ½ Cannes for Woollen Cloth.

Geneva 60 Stabb.

ITALY.

Venice, *Istriea*, *Prian* } 101 ⅔ for woollen Cloth. / 108 for silks and Cloth of Gold.

Florence { 122 ½ Braces for silks. / 116 Ells for woollen Cloth.

Rome { 33 Cannes / 105 ½ for woollen Cloth.

Luca and *Raguza* 120.
Ferrara, *Modena*, *Mantua*, *Perato*, *Ancona*, *Cesena*, *Bologna*, *Carpi*, *Nigropont*, *Mirandola*. } 107 ½ Braces.

Verona { 104 ½ Braces. / 108 Braces of Cloth of Gold. / 86 Braces.

Parma { 109 ½ Braces. / 91 Braces.

Ravenna, *Scio*, *Corfu* 116 ⅔.

Genes { 122 Braces. / 288 Palmes for silk wares, and 104 Palms is given for 34 ⅔ Ells. / 32 Cannes for woollen Cloth of 9 Palmes the cane. / 29 Canes for linen Cloth of 10 Palmes to the cane.

Vicenza 98 ¾ for woollen Cloth, and 80 ½ Braces for silks.
Naples 116 Canes and 33 ⅓ Canes.
Padua 101 ⅔ for Cloth, and 83 ½ Braces for silk wares

Milan { 120 Braces Campido for Linnen Cloth.
141 Braces for Silk, which must be conditioned

Ravena 113 Braces.

Bressa, *Trevira*, *Crema*, *Bergamo*, *Rechanati*, *Urbin.* *Cremona*, *Lacaia.* } 101 ⅔ Braces

Pesaro 103, and for Cloth 107 Braces.

Sicilia, *Palermo* *Massilia* —— } 34 ½ Canes of 4 pichy to the Cane.

Gira 124 Pichy, *Rama* 115 Pichy, *Salonici* 109 Pichy.
Tripoli in *Barbary* 124 Pichy, of 4 to a Cane.
Lavalona 111, *Nigroponte* and *Lepanto* 113 Pichy.
Alexandria, *Larta* 124 Pichy.
Siria, *Damasco*, *Bruti* 111 ⅓ Pichy.

Suria. { *Tripoli* 112 Pichy. *Achri* 115 Pichy. *Alepo* *Aman* } 108 Pichy

Bursa in *Natolia* 114 Pichy, *Bucia* 158 Pichy.

Constantinople { 113 Pichy. 80 Pichy for canuas.

Archipelago *Sapy* —— } 100.

Puglia { 31 Canes for Clothes, 33 Canes for Silks,

Calabria, *Adler*, *Lanjan*, *Malaca*, *Rhode*, 33 ½ Canes.
Candia 108 Pichy, *Sebenico*, *Zara* 112 Braces.

EASTLAND.

Embden *Brema* *Hamborough* } 122 ½ Ells.
Lubecke 120 Ells.
Munster 65 Ells.
Osenbridg 63 Ells.
Wismar 118 Ells.
Rostlicke 119 Ells.
Gripswoll *Domyn* } 122 ½ Ells.
Statin, *Ockermond*, 106 Ells.
Danficke, and *Melvyn*, 122 Ells.
Connixborough 125 Ells.
Riga and *Revell* 125 Ells. *Narva* 125 Arsins.

Sweden

Sweden and *Stockholm* 125 Ells, but at *Barrow* uncertain, for they meaſure the bigneſs of your head with a rope for an Ell, and may be 120 Ells.

GERMANY.

Collen 120 Ells.

Norenborough, *Meyſen*, *Lipſich* } 105 Ell for Silk and Linnen wares. 120 for Cloth.

Ausborough, *Frankford* } 127 for Cloth. 125 for Linnen.

Halle and *Meydelborch*, 105 Ells.

Prage, *Breſlo*, *Bautſon* } 111 Ells, and for Silk wares 120 Ells.

Vienna 77 ½ for Linnen, 85 ½ for Cloth and Silk.

Ofner { 119 / 130 } *Regenburch* 78 ½ Ells.

Ulm 120, and for Woollen Cloth 96 Ells.
Ernfurd 165 Ells. *Ienfer* 60 Stabb.
Zurich 116 ½ Ells. *Baſell* 125 Ells.

SPAIN.

Caſtile and *Toledo*, 85 Varas of 4 Quartos, every quarto a Palms.

Cadez { 81 Varas. / 108 Ells. }

Andaluzia, *Sevill*, *Granado* 83 ½ Varas.
Barſelona, *Aragon* 43 Cannes.
Saragoſia 33 Cannes.
Valentia 73 Cannes.

PORTUGAL.

Lisborn { 62 Varas. / 83 Varas. / 100 Couados for Silk wares. }

Morocco. *Capo d'Algier* 136 ½ Covados, of twelve to one Cane.

The Meaſures *of wet Commodities.*

THe *Romans* in times paſt, called the wet Meaſure by Ounces, as we do the weight, accounting ten Ounces *Ponderales*, for twelve Ounces *Menſurales*: So *Seſtarius Romanorum* was eighteen Ounces weight meaſure, and 21 ½ Ounces *Menſurales*, or wet Meaſure.

Difference between Pounds or Ounces, *Ponderales* and *Menſurales*.

At *Meyſen* in *Saxony* twenty Ounces *Ponderales*, make twenty four *Menſurales*.

At *Lypſich* thirty two Ounces wet Meaſure, to 26 ½ Ounces weight Meaſure; the difference of correſpondeuce from five to ſix.

A Hog-

A Hogſhead of Wine weigheth 500 ℔, the Cask 50 ℔: So in Wine 450 ℔.
A Hogſhead of Corne 400 ℔, the Cask 50 ℔, is Netto 350 ℔ in Corne.
So one Tunn of Wine weigheth Nett 1800 ℔, and with the Cask 2000 ℔.
And one Tunn lading Corne 1600 ℔, being in Cask alſo.

Two Tunns are accounted for one Laſt: So two Tunns of Wine 4000 ℔ and ſomewhat more; and in Hogſheads there ſhould be but $\frac{2}{3}$ parts of a Laſt.

Obſervations for the lading of Ships by weight and meaſure.

At *Dort* in *Holland*, they call a great Veſſell, a Rod of Wine, which weighed 4500 ℔, as a laſt of Corne; comparing theſe 4500 ℔ *Menſurales*, by reduction of ſix to five, are 3750 ℔, *Ponderales*, is 12 $\frac{1}{2}$ Ames. Now if you account the gallon of Wine of *Antwerp* to weigh 6 ℔, the capacity of this Veſſell is 15 Ames, being 750 gallons.

The Rod, is a Rod quadrant, of ten foot long, and ten foot broad, and one foot deep, every foot containing 7 $\frac{1}{2}$ gallons *Antwerps* Meaſure or 4 $\frac{2}{3}$ foot Cubice.

The *Romans* had a Meaſure called Amphora, of four great feet, as are uſed at *Paris*, Cubice 64 foot of 11 $\frac{3}{4}$ of the *Antwerp* gallon: So you ſhall finde the Rod of 750 gallons ſet down for ſo many ounces; and ten *Mixiades* for 1000 gallons *Dorts*, in the lieu of Pounds.

Amphora, of the *Romans* wet Meaſure, is 84 ℔, or 72 ℔, weight Meaſure is 50 ℔ weight of *Antwerp*, and in —

Wine or raine water	50 ℔.
Of divers River water	53 ℔.
Oyl of Butter	45 ℔.
Beanes and Peaſe	35 ℔.
Linſeed	39 ℔.
Corne	40 ℔.
Almonds	42 ℔.
Raiſins	49 ℔.
Figges and Cheſnuts	67 ℔.
Hony	75 ℔.
Quickſilver	850 ℔.

Obſervations.

Peaſe grinded weigh more than Corn, the roundneſs giveth cauſe to have more roomth, and differeth from 7 to 9.

Warme water lighter than cold water.

Warm water is lighter than cold water; and conſequently the cold water, as the heavier, will ſooner run through a hole than the warm water, for the weight of the cold water preſſeth more.

Oyl and all greaſy things are light, and therefore ſwimme above, and burn. Diſtilled waters are yet lighter, and will ſwimme above the Oyl, and alſo burn better, being more combuſtible.

The Cask which is made for the keeping of Wine doth differ much in; *France*, a tun of two Pipes, three puncheons, and four Hogſheads, is every one of theſe ſix Ames of *Antwerps* meaſure.

In *Germany* they call it a Fother, or the carriage of the drawing of two horſes, is called a *Voeder wyns*, and they account 2 $\frac{1}{2}$ Rodds for a Fother of Wine, or ten *French* Hogſheads, every Hogſhead being an Ame of Wine meaſure of *Dort*, whereby they meaſure and account their Wines, namely the Reniſh-Wines comeing out of *Germany*, whereof the Staple is keept at *Dort* aforeſaid. An Ame is 100 gallons or ſtoopen, and every Gallon is ten Schreaves, meaſuring thereby by the great.

Of the correſpondence of Wine Meaſures.

THe correſpondence of Wine Meaſure is taken upon the Veſſell of 6 Ames Meaſure of *Antwerp*, containning 300 Stoops, every Stoop weighing 6 Pound called a Stone, which 6 Ames make in

FRANCE.

At *Paris* and *Orleans* ——— } Four Hogſheads, lacking ten Stoops, every Hogſhead 312 Stoops, and at *Paris* 36 Sextiers, every Sextier four quarts, every quart two pints, is 288 pints or grains imitated as before, every pint is two Choppins or Obles.

Bourdeaux 4 ½ Hogſheads

Lisborn 5 ½ Hogſheads.

Auxere in *Burgondy* 3 Puncheons.

Poictou 2 Pipes ¼.

Coniac 2 Pipes, or four Hogſheads.

Ay and *Artois* 4 ⅔ Hogſheads.

ENGLAND.

London 252 gallons, the gallon is half a buſhell of Corne, and the *Chus* meaſure of the *Grecians*. So an Ame is 42 gallons of Wine.

SPAIN.

Romani ——— }
Seres or *Sherry*. } Two Pipes of 150 Stoops, or 1 Butt and 9/10 every Butt, is at *Ant-*
Canary ——— } *werp* 158 Stoops. They meaſure by the Rove of 30 ℔, is 5 Stoops of *Antwerp*, and every Butt containeth thirty Roves, and the Pipes containe 30 Roves of 28 ℔ weight.

Candado is 2 Butts.

Madera 2 Pipes lacking 16 Stoops.

Sevil 56 ¼ Roves of *Romani*. A Rove is eight Somer, every Somer four Quartils, every Quartill is ⅛ of a Stoop of *Antwerp*.

They deliver 27 and 28 Roves in a Pipe.

But Oyl meaſure by 40 and 41 Roves in the Pipe.

Anſoy or *Baſtard*, 2 Pipes 16 Stoops for the ſaid 6 Ames.

PORTUGAL.

Lisborn. { 37 ½ Almudas of 1 ½ Roves of *Sevil*. Every Almudas is 12 Covados, or Somer, at *Sevil*. Covado is 4 quarts.

Oyl Meaſure by Alqueri or Cantar every Alqueri ſix Covados, every Cantar four Stoops of *Antwerp*.

Algarve 34 Starre.

ITALY.

Florence 16 ⅔ Barells of 20 Fiaſchi, or 18 Stoop of *Antwerp*, the three Barrels is one Star, and Star is 54 Stoops *Antwerp*.

Rome 7 ⅓ Brenten, every Brent 96 Pockall or 13 ½ Rubes or Stones of 10 ℔ of 30 ounces in one Brent, or 42 Stoops of *Antwerp* for Hony, the Pound is 44 ounces.

Candia 80 Moſtaches, in Butt of 35 Moſtaches of 3 ¾ Stope.

Bolognia 13 Corbes

Padua 1 2/3 Cara. The Oyl is by Millier of 1185 ℔, is at *Antwerp* 1100, maketh 152 Stopes in one Butt.

Venice

Venice 80 Moſtati, the 38 make one Butt, and 76 an Amphora, 16 $\frac{4}{5}$ Quarti Beſonts meaſure of the four one Bigontz Bigonts, is a *French* Hogſhead, one quart, eighteen Stopes of *Antwerp*. 15 $\frac{3}{5}$ Quarti meaſure, Secchio, or ſmall meaſure of four Tiſchaufer,

Amphora. { 4 Bigonts, or Bigontines. / 16 Quarti Bigots meaſure. / 18 $\frac{1}{2}$ Quarti Secchio.

Lagel, is a Puncheon, Amphora is two Ames, for Oyl they meaſure by Amphora alſo, and for Hony, but moſt by Milliar of 1210 ℔.

Verona { 1 $\frac{1}{2}$ Cara. / 14 Brentes, every Brent 16 Baſſes. / Oyl by Milliar, of 1738 ℔, is Brenten 8 and 11 Baſſes.

Ferrara, 12 Naſtelli, of 8 Secchio.
Vicenza, 1 $\frac{1}{2}$ Cara, the Oyl by the Milliar of *Venice*.
Treviſo, 11 Conſi, the 10 one Cara.

Corfu, Zante } 37 Zare, or Sare.

Iſtria, 15 *Venas*, *Prian*, 12 Urna, Tunes 60 Matali of 32 Rotules.
Tripoli in Barbary, 45 Metares of 42 Rotules.
Conſtantinople 180 Almes.
96 $\frac{1}{2}$ Almes of Oyl, is at *Venice* Milliar.
Calabria 8 Salmes.
Puglia 8 Salmes. are *French* Barrels, Oyl alſo 8 Salmes, every Salme, 10 Star, every Star 32 Pignatoli.

Of the Correſpondence of Beer Meaſures.

THe Barrell of Beer is made according to the Ame of *Antwerp*, and againſt ſpilling, accounted 54 Stopes in *Flanders* and *Brabant*.

The Barrell of Beer in *Holland* containeth 54 Stoops at *Amſterdam* 56 $\frac{1}{2}$ Stoops, accounting 60 Stoops for 64 *Flemiſh*.

At *London* the Barrell of Beer thirty ſix gallons Beer meaſure, is forty eight gallons Wine meaſure. Every gallon of Beer is juſt two Stoops in *Flanders*, and at *Amſterdam* 1 $\frac{1}{2}$ Stoops.

The Barrell of *Lubick*, is juſt 50 Stoops of *Antwerp*.

The Fatt of *Danſick* containeth 180 Stoops, of Danſick is *Antwerp* 81.

Old Meaſures *of the Romans.*

THe *Latines* and ancient *Romans* had *Doleum* which was 1 $\frac{1}{2}$ *Culeus* which was 2010 ℔ weight of *Antwerp*.

Culeus did contain 20 *Amphora* being *Amphora* 80 ℔ *Menſurales*, and *Ponderales* 69 ℔, maketh the *Culeus* 1380 ℔ of *Antwerp*.

Amphora (is yet almoſt in uſe in all *Italy* and *Germany*) was alſo called *Cadus*. *Quadrantal* being a Tubb portable between *Tu* of a great foot *Cubice*, alſo *Ciramintum vini* is at *London* the Buſhell of Corne of eight gallons of Wine, weighed 60 ℔ of *Antwerp*. *Vina* is $\frac{1}{2}$ *Amphora quod urinet* was a leaking bucket, alſo a tankard wherewith water is carried at *London*. Three Urnas was 16 Stoopes or a Seſtier weighing 34 $\frac{1}{2}$ ℔.

Congius was a bottel of farewell of 1 $\frac{1}{2}$ Stoope, or an *Engliſh* gallon, maketh at

Meyſen

Meyſen 3 pots, weigheth 8 ¼. *Camſaces* is the ſame. *Sextarius* is ⅛ of *Congeus*, or about one pint of *Antwerp*.

There was *Sextarius Caſtrenſis* of double the meaſure, which was vſed in the Wars to euery Souldier one dayly, weighing 23 ½ ounces.

Hemina is at *Antwerp* and *Meyſen* half a pint, called alſo *Allabaſtrum*. *Triblium* an Oyl Glaſs weighed 11 ⅓ ounces.

Acetabulum was a goblet to bring vineger to the table, of 3 ounces.

Cyatus, in *Germany Bacherline*, is 4 ſpoone-full, or a ſmall Romerken weighing two ounces, is the bigneſs of the egg of a hen.

Culeus is
- 20 Amphores.
- 40 Urna's of 4 Congios.
- 160 Congios of 6 Sextarios.
- 960 Sextarios.
- 1920 Heminas.
- 3840 Quartas.
- 7680 Acetabula.
- 11520 Clatos or Ciatos.

Meaſures of the Grecians.

METrice, à metiendo, called *Artaba* by the *Egyptians*, is 16 ½ ſtoop, or a Seſtier, and weighs 100 ℔ at *Antwerp*.

Chus is *Congius Romanorum*, about 1 ⅓ ſtoop, a drink of farewell which they drank one to another, weighed 8 ¾ ℔.

Cotila is *Romanorum Hemina* (the *Spartans* in their Feaſts gave no more to every one) is half a pint. The King had 2 weight, 11 ⅓ ounces.

Quartanius is ¼ of a pint, weighing 5 ⅝ ounces.

Oxibaphum is as *Acetabulum* of 3 ¼ ounces, 1 ½ *Ciatos*.

Metreta Laconica was leſs, as *Amphora* of the *Romanes* of 96 *Cotila's*.

Modios or *Medimios* is 8 ſtoops of *Antwerp*.

Metretes is 12 *Chus* or 144 *Cotila's*, or 576 *Oxibapha* of 1 ½ *Ciatos*.

Bats or *Bathis* is ½ *Metretes*, or 6 *Hina's* every *Hina* 8 ⅓ ℔.

Logni is 5 eggs of ⅔ ℔. There were three ſorts of eggs vſed.

Meaſures vſed by Phyſitians.

Metretes is
- 72 Sextarios of 4 quarts.
- 288 Quartio's, or
- 12 Choas of 6 Sextar.
- 72 Sextarios of 2 Cotilas.
- 144 Cotilas.
- 288 Quartas.
- 576 Oxibapha.
- 864 Ciatos.

Ciatos is 1 ½ ounces.
- 10 Dragma.
- 4 ſmall Miſtra.
- 3 great Miſtra.
- 2 ſmall Conchas.
- ⅔ great Conchas.
- 5 Chemas.
- 10 Cochlearia or ſpoonful.

Meaſures of Arabia.

Dorath is *Albia*, *Romans Amphora*, *Johem* is *Congius Romanorum*.

Dorath is
- 8 *Johem.*
- 41 *Kift.*
- 98 *Corbin.*
- 192 *Keliath.*
- 384 *Caſſich.*
- 376 *Cuatum.*
- 2304 *Salgerin.*

Cophinus 3 ſtoop.
Mares or *Pontes* 1 ſtoop.
Dadix 4 ſtoops, meaſures of *Boetia.*

Artaba meaſure of *Egypt* is 72 Sextario's of 72 Nations known (then in the World) to be; *Collatum* is 6 ſtoops, *Chenix* a ſtoop, *Hidria* is 9 ſtoops, *Phiala* or *Briala* is a gilt Cup.

Of the correſpondence of the Meaſures of Corn.

THe differences of the Corn meaſures are very neceſſary to be known of all Merchants and Maſters of Ship, letting thereupon their Ships to freight; the Laſt (which is two Tunnes lading) being the ground-work of it uſed in all the harbours of the Sea Coaſts diverſly. Four and twenty ſmall Barrels are accounted for a Laſt, as Herring Barrels, being 18 Beer Barrels, or 18 Ames of *Antwerp*, which are 3 Tuns of Wine; and yet we reckon two Tuns of Wine for a Laſt, for two Tuns of Wine weigh the weight of a Laſt of Corn, that is to ſay, one Hogſhead 500 ℔, the two tunns 4000 ℔ accordingly, and 12 Hogſheads of Corn weighing 350 ℔ the Hogſhead, beſides the Cask, is 4200 ℔. But the Corn is laden looſe, and filleth the room full. One Pound of Wheat containeth about 9000 Grains of Wheat; and the Laſt of 4300 ℔ is ſo many nine thouſand Grains in a Laſt. The Corn meaſure moſt known is in Latin *Modius*, a meaſure; in *Germany* a *Molder*, in the *Low-Countries* a *Mudde* in, *France Muy*; and the Laſt differing in ſo many places, it is not amiſs to account the weight of a Laſt of Wheat from 4200 to 4800 ℔, the Laſt of Rie from 4000 to 4200 ℔, the Laſt of Barley from 3000 to 3400 ℔. Oats are yet lighter, which are the cauſe that the Oats meaſure are made bigger to countervaile the weight. We ſhall take our correſpondence upon the Laſt of *Amſterdam*, beſt known every where, and where alſo all Grains are meaſured alike. The Laſt of *Amſterdam* is 27 Moyes or Mudden, every Mudde 4 Schepels, is 108 Schepels to the Laſt: Or a Laſt is 29 ſacks, every ſack 3 Achtelings, 24 ſmall Tunns to a Laſt as aforeſaid, or 20 ½ meale Barrels, that is to ſay, one Laſt of meale is put into 20 ½ Barrels, becauſe it becommeth more depreſſed than Corn, or 15 ½ great Barrels, which do containe more.

It is alſo to be obſerved, that the difference of Corne meaſure of 6 upon 7, alſo 3 to 4, and 2 to 3, and in ſome places one will make two. And in many towns upon the Sea Coaſt they uſe two ſorts of meaſures, the one called the water meaſure, whereby the Corne is meaſured on Shipboard (being always the biggeſt) the other is called Land meaſure, becauſe the Corn is meaſured thereby in all markets, ſhops, or places where Corne is ſould.

The Laſt of Corn of Amſterdam *is at the following places.*

Danſicke, 56 Schepels, whereof 60 there make a Laſt, the four Schepels make one Mudde, which is the Skippound of 340 ℔.
Embden 55 Werps, whereof 61 make the Laſt, or 15 ¼ Barrels of 4 Werps.
Hamborough 83 Schepels, whereof 90 make a Laſt.
Lubeck 85 Schepels, whereof 96 make the Laſt.
Fameren 78 Schepels, whereof 96 to the Laſt.
Heyleger haven in *Denmark* 80 Schepels, alſo 96 to the Laſt.
Coppen haven 23 ſmall Barrels, whereof 42 make a Laſt.
Ebbeltorff Danic 23 Barrels, whereof 36 to the Laſt.
Nelleboghe 23 Barrels, whereof 42 to the Laſt.
Sweden 23 Barrels.
Connixborough ⅚ of a Laſt, the 6 Laſt are 7 at *Amſterdam.*

Melvyn

Melvyn $\frac{1}{21}$ of a Laſt.
Statin in *Pomerland* $\frac{5}{7}$ of a Laſt.
Riga 42 Loops, *Roſticke* and *Mecheborough* meaſure of *Lubeck.*
Antwerp 37 $\frac{1}{2}$ Vertules.
Bruxels 10 $\frac{1}{2}$ Vertules.
Bruxels 10 $\frac{1}{2}$ Mudden, and differing in all places of *Brabant.*
Gaunt 4 Mudds, 7 Halſters of 12 to one Mudd is 55 Halſters.
Bridges 17 $\frac{1}{2}$ Hoot. *Dunkirk* 18 Raſiers water meaſure.
Middleboroug 40 ſacks is 41 $\frac{1}{2}$ to the Laſt in all *Zeeland.*
Dort 28 ſackes.
Roterdam and *Delf* 87 Achtelinges.
Schoonhaven 88 Achtelinges.
Enckhyſen, *Horne*, *Medenblick*, 42 ſacks.
Groeninghen 33 Mudds. *Texel* 58 Loops.

All other Towns not ſcituate upon the Sea Coaſt we do omit, for this correſpondence is made conſidering the Lading Ships.

London and all *England* is 10 $\frac{1}{4}$ quarters make one Laſt; but in the ordinary Lading 5 quarters are accounted for one tunne Lading.
Calais 18 Raſiers doth agree with *England.*
Roan 20 untill 30 Mines, every Mine is 4 buſhels.
Rochel 128 buſhels, 4 to every Seſtier.
Bourdeaux 38 Boiſſiaux, whereof 33 to the Laſt.
Sevil 54 Hanegas, a Laſt is 4 Cahis of 12 Hanegas.
Lyxborn 225 Alquiers, whereof 240 to the Laſt, or 4 Moyos of 60 Alquiers to the Moyo, and ſo in all the Iſlands of *Portugal.*
Venice 32 ſtar. *Genoa* 23 $\frac{1}{2}$ Mina. *Sicilia* 38 Medimnos of 6 Moyos.
Puglia 32 Cara of 36 Timani.
Cyprus 40 Medimnos of 2 Cipros.

Note that the Corn doth ſo much differ in goodneſs, that the meaſure of *Amſterdam* will weigh of *Eaſtland* Wheat 156 ℔, of French Wheat 180 ℔, of *Sicilia* Wheat 224 ℔, and of *Africa* 236 ℔.

Of the Meaſures of Salt, *correſpondence and goodneſs of the ſame.*

THe heavier the Salt is, ſo much the better; therefore old Salt which hath lien long, and is ſetled, is the better, and will more encreaſe to make Salt upon Salt, in yeelding more naturally; inſomuch that in the boiling of it you muſt obſerve the Wind, which is good at the North, but contraty in the South. Salt will loſe the firſt year between 8 and 10 in the hundreth, and afterwards but little: But for the Salt-boiler he loſeth nothing, it is ſo much the heavier and better. Therefore in *Eaſtland*, at *Riga* and other places they ſell their Salt by weight, 12 Skippound for one laſt and in ſome places 15 and 16 Skippound: Wherefore if you have new Salt deliver it by the meaſure, and if old Salt then deliver by weight.

In the boiling or roſting of your Salt, ſo called, it will augment or increaſe in meaſure according to the weight. New Spaniſh Salt from 100 to 135, 140 and more. And old Salt of 4 years lying made 100 to 200. This Salt is boiled by degrees, and is rough in the handling of it; for it is not driven up with a light fire, whereby it becommeth wateriſh and weak, not ſtrong enough to Salt fleſh withall. Profitable obſervations about Salt.

The Salt of *Portugal* and *Bruwage* increaſeth 25 and 30 according to the goodneſs: The white Salt being weak, and of great grains will loſe much in the removing, and more in the carriage by 8 and 10 *per cent.*

To Salt fleſh withall take of the ſlow boiled or roſted Salt, but make firſt his brine, otherwiſe it will be too weak.

One great hundred of Salt is four ſmall hundreths,

We are to obſerve the correſpondenceof Salt againſt one hundred of *Zeland*, moſt

known in all places: They measure their Salt with Barrels, 18 Barrels to a Last, and 7 Last to the hundreth, is 126 Barrels.

At *Armuyden* in *Zeland* thy reckon 8 $\frac{2}{3}$ weighes for one hundreth, every weigh is 11 $\frac{1}{2}$ sacks, every sack four measures, and 15 weighes of *Bruwage* Salt make the great hundreth.

The sacks of Salt of *Armuyden*, being 122 small Barrels for the 100 sack, make as followeth in other places.

Bruwage $\frac{4}{7}$ parts of one hundered of 28 Moyos, and 12 sacks to the Moyo, also by Charges or load; ten load in the hundreth, and 48 Moyos or Muys to the Last, or 21 Barrell.

Lisborn 25 Moyos, *Mary port* 28 Moyos.

Saintubal 20 Cays. *Calis* 22 Cays.

Sanlucar 21 Cays.

Gaunt 108 sacks or Barrels.

Antwerp 144 Vertels of 24 to the Last, and six Last to the hundreth; and the white Salt is measured with a lesser measure of 12 upon 100.

The said 100 sacks of Salt of *Armuyden* in *Zeland*, make

At *Dunkerk* 92 water measures, 104 Land measures.

Ostend 98 measures, *Damme* and *Axels* 102 measures.

Bruges 104 measures, and *Ipre* 144.

Roterdam 100 whereof six make one Mudde of eighteen to the hundreth.

Amsterdam, *Utrecht*, *Deventer* 102 scheppels.

Calis in *France* 130 Barrels, 19 to the Last, but 20 by fraighting.

Roan, and almost all *France* 16 $\frac{1}{2}$ Muys.

Hamborch 7 Last, whereof 80 Barrels maketh the hundreth.

Denmark 6 $\frac{2}{3}$ Last.

Sweden 112 tunnes or Barrels 16 to the Last.

Embden 100 Barrels 14 to our Last; *Lubeck* 7 Lasts of 18 Barrels.

London 7 $\frac{1}{2}$ Lasts of 18 Herring Barrels; but by weights 11 $\frac{1}{2}$.

Venice and *Prian* 70 Mose.

The Measures of Woad, Hops, and Sea Cole.

WOad of *Tholouze* in *France*, made up in baskets of 56 ℔ weight, is at *Antwerp* 50 ℔, *London* 52 ℔. Four baskets are one load and four Bales, or 400 ℔ is reckoned for a Diers Triall, and at *London* they take four Quintals of 112 ℔ for a Triall, to know how many short Clothes of 24 yards it will die, which is commonly of Islands Woad from Saint *Michael* 7 Clothes: And at *Thouloze* they account that Woad of 36 Franks, or about 4 ℔ sterling dieth 13 Clothes.

Cane in *France* they measure by a Tub, containing 8 measures or sacks, every measure 120 ℔, is the Coope at *Antwerp* 1050 ℔, accounted for a Trial, but is far inferior in goodness to *Thouloze* Woad.

Eldfoord in *Germany*, there one great Dryfat of 1200 ℔ is a Triall.

Hops were wont to be sould by the measure, but now is done by Weight, namely the hundreth, or by a Skippound of *Amsterdam* 300 ℔, which comming much into *England* from the following places, is worthy the observation, albeit *Englisb* Hops are the best.

The Skippound of 300 ℔ of *Amsterdam* is ——

- *Bruges* 13 Hoett, but now measured.
- *Gaunt* 23 Halsters.
- *Delft* 40 Achtelings.
- *Schoonhoven* 37 Achtelings.
- *Vtrecht* 13 Muddes.
- *Bolduc* or *Hertogenbosh*, 8 Hoet.
- *Harlem* 2 Hoet.
- *Hambrough* 1 $\frac{1}{2}$ Wispell.

The

The Meaſure of Sea Cole.

THis meaſure muſt of neceſſity be taken upon the Chalder of *New-Caſtle*, where the greateſt quantity of Coles is found. They meaſure there by the Chalder filed up whereof 7 ½ Chalders make one Laſt, and is meaſured with giving 21 for 20. The correſpondence is,

The Laſt of *New-Caſtle* of 7 ½ Chalders, is——

- *London* and *Tarmouth* 10 Chalders.
- *Roan* 100 Barrels, giving 104 for 100.
- *Bruges* and *Oſtend* 100 meaſures for Oats.
- *Dort* 12 Hoet, alſo by weights of 144 ℔ of 24 ſtones of 6 ℔.
- *Gaunt* 144 ſacks, or 24 Muddes.
- *Alſt* 200 Muddes.
- *Antwerp* 175 Vertels.
- *Condet* 44 Muys, the 80 make a Cherke.
- *Zeland* 68 Herring Barrels.
- *Middleborough* by Weigh of 180 ℔.
- *Amſterdam* 13 ½ Hoet of 38 meaſures.

Rules to know the goodneſs of Sea Coles.

1 TAke your Cole and hold the ſame over a candle, or rather over a flaming fire, and if the Cole do melt (as it were) drop or fry, then it is undoubtedly a good Cole; for this is an argument of his fatty and ſulphrous nature, which miniſtreth ſtore of food for fire. But if the ſame grow hard and dry over the flame, it is a ſign of a lean and hungry Cole, and ſuch as will not cake or knit in the burning.

2 The brightneſs and gliſtering of the Cole both within and without is ſome argument of his goodneſs; albeit that ſome kind of a bad Sea Cole, newly digged out of the Mine, and brought dry in ſummer time will both ſhew and break fair, but moſt commonly if it breaketh in the colour or luſtre of pitch it proveth a good Cole to the buyer. But without all queſtion, if the ſame be of a dark, dusky and dead earthly colour, it is utterly unprofitable for him that ſhall ſpend it.

3 The beſt and moſt aſſured proof, except the making of a fire with them (wherein no man of any ſence can eaſily be deceived) is the lightneſs of the Coles in weight. This weight, as in many other bodies, ſo eſpecially in Water, doth either argue his pureneſs or impurity. For the lighter and clearer Waters are ever held the better and more wholſome, as leaſt participating with earth. Now by the weight of half a peck of the good ones kept by you, trial may be made at all times; for bad Cole is much diſpleaſing to all men.

Of the Weights and Meaſures of England.

COncerning Weights, for difference in the Ounces and Pounds we are to obſerve the Troy weight, which hath but twelve Ounces to the Pound, and Avoirdupois weight, which hath 16 Ounces to the Pound, which are leſſer Ounces; for theſe ſixteen Ounces make but 14 Ounces and one half, and two penny weight of the Ounces Troy uſed in the Mint, where 136 ℔ Avoirdupois ſuttle weight, is but 100 ℔ ſuttle Troy weight: So accounted in the laſt Copper Monies of pence and half pence made for *Ireland*. Troy weight.

The Troy weight ſerveth only for Bread, Gold, Silver, and Electuaries, accounted 8 Pound to the Gallon, and ſo by computation 16 Pound to the peck, 32 ℔ to the half Buſhell, and 64 Pound to the Buſhell.

The Avoirdupois weight ſerves to weigh Butter, Cheeſe, Fleſh, Tallow, and Wax, and every other thing which beareth the name of Garbell, and whereof iſſues a refuſe or waſt. So 7 ℔ of this weight to the Gallon for Wheat, is 14 ℔ the peck, 28 ℔ the half Buſhell, and 56 ℔ the Buſhell. Avoirdupois weight.

The 7 ℔ Avoirdupois weight are one hundreth and two Ounces Troy weight. According to which rate the quarter of Wheat muſt weigh 448 ℔ Avoirdupois, and 14 ℔ Avoirdupois, and 16 ℔ 11 Ounces Troy do juſtly accord, or 56 ℔ Avoirdupois and 67 ℔ Correſpondence of the ſaid weight.

8 Ounces

8 ounces Troy. Where note, that one penny ſterling is the twentieth part of an ounce Troy, the halfpenny and farthing accordingly. And that 7 ℔ 12 s. ſterling is 84 ounces and one half, and two penny weight of Troy. And 6 ℔ 18 s. ſterling is 82 ounces and three quarters of an ounce and one penny Troy. From the which two Aſſiſes the white wheaten and houſhold breads are calculated and drawn.

The meaſure drawn from the Troy weight.

For the wet meaſure is alſo drawn from the pound weight Troy, both by Land and within Ship-board; as alſo all manner of Corn and grain, that is to ſay, the weight of twelve ounces Troy in wheat do make a concave or hollow meaſure named a Pint, and eight of the ſame Pints make a Gallon of Wine, Ale, Beer, and Corn; according to the ſtandard of his Majeſties Exchequer, and the Acts of Parliament 11 and 12 *H.* 7. But for Water meaſure within Ship-board there is allowed ten Gallons to the buſhel, which contain five Pecks.

The content of Cask.

From this Troy weight and meaſure is drawn allſo the Aſſize for the qauntity and true content of all manner of Cask lawful and vendible within the Realm of *England*; that is to ſay; every Hogſhead to contain threeſcore and three Gallons; every Tierce fourſcore and four Gallons; every Pipe 126 Gallons, and every Tunne 252 Gallons.

Salmon, Herring, Eels, Sope meaſure.

There is alſo a meaſure called Salmon Butt, of 84 Gallons: So the Barrel of Salmon 42 Gallons, the half 21. The Herring Barrel is 32 Gallons, and the Eel Barrel 42 Gallons; and the half and Firkin of both theſe muſt hold accordingly; the Sope Barrel 32 Gallons.

The weight of Cheeſe and Butter.

There is alſo a true weight of Cheeſe and Butter, called the Weigh, which is 112 ℔ Avoirdupois to the hundreth: So the two hundreth is 224 ℔, containing 32 Cloves, and every Clove 7 ℔. So the weigh of *Suffolk* Cheeſe is 256 ℔ Avoirdupois weight: But the weigh of *Eſſex* Cheeſe is 336 ℔.

The Sack of Woll. A Laſt of Herring.

The Sack of Woll is 364 ℔ weight of Avoirdupois, two weighs of Wooll make a Sack, and twelve Sacks make a Laſt. But a Laſt of Herrings containeth ten thouſand, and every thouſand contain ten hundreth.

Load of Lead.

The Load of Lead is 175 Pounds, the Fother maketh nineteen hundreth and half.

Concerning MEASURES.

Yard.

THere is a yard derived from the Grains of Barly. Three Barly Corns in length make an Inch, and twelve Inches one Foot, and three Foot to the Yard and 16 ½ Foot make a Pole or Pearch to meaſure Land withall. Albeit this Pearch

Preachers.

doth vary in ſome places, being 18 and 21 Foot. Of theſe Pearches 40 in length and four in bredth make an Acre of Land or wood. Whereupon *Pliny*, *lib.*2.*cap.*23. deriveth

Acre of Land.

Stadium to be a furlong, which containeth 125 Paces, every Pace five Foot, the Foot

Furlong.

is to contain four Palms, and every Palm four fingers bredth.

The breadth of Silk Cypres bending and Curled

Bredth of Cypers.

N° 6 is three Nails broad n°8 is 3 ½ Nails, and n° 10 is ¼ of a yard braod, n° 12 is $\frac{5}{16}$ of a yard, n° 14 is ⅜ of a yard, n° 16 is $\frac{7}{16}$ of a yard, n° 18 is ½ a yard broad. Note, in all plain Cypers they abate ten upon the hundreth, and ſo bring them from braces to Flemiſh Ells, and in the Curled they abate 25 *per cent.* and in bending 16 in the hundred.

Of Sik wares.

Genes Silk by the paune of 104 to the hundreth, is ¼ 26 yards Engliſh.

Bolonia Silks by Braces the 100 are 89 Flemiſh Ells.

Florence Silk by Braces the hundreth 81 ⅔ Flemiſh, and 61 ¼ Engliſh.

Luca by Braces the $\frac{5}{4}$ part of a Flemiſh Ell, or $\frac{5}{8}$ of a yard Engliſh.

Venice by Braces the 100 are 95 Flemiſh, and 71 ¼ yards ſo *Noremborough*.

Sevil by Varres the 100 is 123 ½ Flemiſh, and 92 ⅝ yards 74 Ells.

Roan by Ells the 100 is 125 yards, and 157 ½ Varres of *Spain*. And the 110 Ells Engliſh is 135 ½ Varres of *Spain*.

The

The 100 Ells *Flemiſh* is but 60 Ells *Engliſh*.

There are 8 buſhels to quarter, 5 quarters to a tunne lading, and 10 quarters to a Laſt, but always 10 ¼ or 10 ½ for a Laſt of *Holland*. Corn meaſure as before.

Salt 40 buſhels make a weigh, water meaſure of 10 Gallons.

At *Plymouth* they meaſure with a buſhell alien meaſure, whereof 24 make a tunn, and 8 make a quarter, ſo three quarters make one tunn, and every buſhell is 18 Gallons: So that a tunn of Salt at *Plymouth* is bigger than a Weigh of *London* by 32 Gallons. Salt.

The Meaſures of Lands.

THe meaſuring of Lands in diſtance or length extending to miles, or partition of Lands by meaſures, Acres, Arpentiers, Bunderen, &c. is done by a meaſure or Rod, which is divided in 10, 12, 14, 16, ½, or 20 foot; and the foot is divided in a certain number of Inches, 10, 12, or 16, which are alſo differing in bigneſs.

Digitus or finger is in bredth four barly cornes laid cloſe together.

A Thumb or Inch is 6 Grains or barley cornes, makeing two of them three.

Ouncia is 3 fingers or two thumbs.

Palma (in Greek *Doron*) is 4 fingers, is the 24 part of a mans ſtature.

Lichas or *Dichas* is a ſpan of a hand with the thumb and four finger, or ten fingers; ſometimes taken for two palms, which is 8 fingers.

Orthorodon in the Greek is the length of a mans hand, or 11 fingers.

Spithama, or ſpan with the thumb and the little finger, is 16 *Digiti* or fingers; alſo *Greciaries* 12 fingers, is 3 Palma, in Latine *Dodrans*.

Pes a Foot is 16 fingers or 4 palms, or the ⅙ of proportionated mans ſtature.

Pigeme is 18 fingers, ſo a Pigme is a tall fellow.

Pigori is 24 fingers, called *Cubitus*, from the elbow to the fingers doubled.

Cubitus is 20 fingers or 6 palms, ¼ of a mans ſtature, or *Seſquipes* 1 ½ foot, or two *Dodrantes*, from the elbow to the point of the longeſt finger.

Gradus a ſtep is two foot, or 32 fingers, as between both feet diſtant.

Paſſus ſimplex is 2 ½ foot, half a remove of the body.

Paſſus is a pace with two legs making from the heel to the toe 5 foot.

Orgia or a fathom, is 6 foot, in Latin *Ulna* or 4 *Cubicos*.

Stadium is *Aulus* of 125 paces of 2 ½ foot, is 312 foot. *Greece* 100 paces was the running of one man with one breath, as *Hercules* did.

Diaulus is 2 *Stadia Hippicon*, 4 *Stadia* the running of a horſe.

Dolicos is 12 ſtadia, about the 6 part of a *Dutch* mile.

Signes, or *Scena* or *Funiculus* in *Egypt*, is 60 ſtadia, is an hours going, and every man did draw the line going up by boat.

Stadmos was a Poſt Journey.

Miliare vel Luca are divers; but a *Flemiſh* mile is 1400 Rods.

Gradus Geometrorum, wherewith the World is meaſured round about, is 15 miles; ſo the World is 360 *Gradus*, *in toto* 5400 miles, or at 4 miles for one Geometrical mile, is 21600 miles.

The moſt commodious meaſure and more uſuall is the Rod of 14 foot, rather than our Pearch of 16 ½ foot; and an hundred of theſe Rods are called a line of Land, and three line make a great meaſure of Land, ſo called by the name of meaſure, whereupon we now proceed.

A Line of Land lying one foot broad the length of a mile, and a plough going one foot broad may be accounted to go a mile, the Land ſquare 100 foot for the Road, and the Line of Land one Road broad is 10600 foot.

A Line ſquare is 10000 Roads, or 33 ⅓ meaſures as aforeſaid.

For a meaſure is 300 Roads, and ſquare 17 ½ Roads, containing 58800 foot.

This Road is called in *Germany* Pertica, making there 15 foot, and in *Flanders* accounting 1400 Roads for a mile, is 10600 foot in length.

Away

A way one Rod broad is called a highway for Paſſengers pedantical.

A mile in length containeth 4 $\frac{2}{3}$ meaſures of Land: The way of a Waggon is accounted 9 $\frac{1}{3}$ meaſures.

Some in *Flanders* do reckon 1000 Rods for a mile, but is of 20 foot the Rod.

Miliare was the diſtance or marching of a camp without baiting, called *Raſtrum* or *Raſtas*, was 4000 paces.

The difference between miles is not to be reconciled, every Country having their own computation, and that differing in moſt places within themſelves.

In *Saxony* a mile is 4000 paces, in other places in *Germany* 5000 paces.

In *France* they call them *Lieux* or *Leucas*, and in a Parliament there, it was appointed to be 1000 turnings of the wheels of a Waggon, whereof the formoſt made wheel was 12, and the hindmoſt 18 foot, which between was adjudged upon 15 foot, is of a *Dutch* mile but $\frac{3}{4}$.

In *Spain* one *Dutch* maketh a mile and half.

In *England* 4 of their miles to one *Dutch* mile, being there 1000 paces.

In *Italy* 1000 paces, whereof the 3 is a *Dutch* mile.

Florence 3000 Braces for a mile of 6 Roads, is 1300 Roads.

Holland 2000 Roads is 5 *Holland* miles for 4 *Flanders* miles.

In *Egypt* their *Cubitus Geometircus* is 6 of our Cubits, they reckon by *Scena*, which is a *Spaniſh* mile.

Perſia Paraſangia of 30 *Stadia* or *Funiculi*, they meaſure with 24 fingers the Cubit, and *Cubicus Regius* is 27 fingers.

The *Romans* did uſe the finger palm, and the foot making 4 palms.

In the meaſuring of Lands and Ways divers meaſures were by the ſaid *Romans* divided into 12 Ounces, and the Ounce in 24 ſcruples, and ſo they called a foot a Pound and two foot *Dupondium*.

The Emperours tables were 4 foot ſquare every way, yet in uſe in *Germany* and in the Eaſt Countries, but in *England*, *France*, and the *Low-Countries* are longer than broad is to ſit 16 perſons every where.

Jugerum is uſed as a meaſure in *Caſtilia* and about *Rome*, being an old meaſure. *Juger quaſi junctus* being one days labour of two Oxen at the Plough, *uno jugo Bovum*, was the ſpace of 240 foot, broad 220, containing 28800, which is correſpondent to one half great meaſure of Land, wherein they did alſo uſe many diviſions and ſubdiviſions according to the Pound weight.

Of the Nature and Diverſity of Colours.

ALbeit that Colours are not comprehended in themſelves under weight and meaſure, yet becauſe the quantity of ſtuff whereby things are died, are done by weight, as you may note in the precedent obſervation of Woad; and for that Merchants may give the better judgment of Colours, knowing the nature thereof, I have thought good for varieties ſake to intreat thereof.

The nature of all Colours is confined between White and Black, and the original Colours proceeding and relating to the middle of them, which is Green, for ſo experience hath taught us in progreſs of time by long obſervation, wherein by Art I have found the truth by variation without the myſtery of dying, more certain than *Ariſtotle* and other Philoſophers by reaſon have conceived, according to the Theorick part by them deſcribed, which by the Practique part I am aſſured of by experience as aforeſaid.

The original or primary Colours are 7, as compleat in number, and all other Colours are mixt and derived from them, according to the order following:

Albus, White } eaſily converted by decay of Nature.
Flavus, Yellow }

Puniceus, light Red, is neither Blew nor Purple.

Viridis, Green, apt to be made into Blew.

Purpureus,

Purpureus, Purple } eaſily turned to Black.
Cæruleus, Blew }

Niger, Black, the true ground whereof is Blew.

All colours are light or obſcure, *Lucida vel Opaca*, and they all (except Black) may be called light, as more or leſs partaking thereof.

In White is moſt light, and ſhadow or darkneſs leaſt or none at all.

In Blew is the contrary, moſt ſhadow and leſs light.

In Yellow is inward light and leſs obſcurity.

In Purple is the contrary, inward obſcurity and leſs light.

In Green, is equality of light and darkneſs.

In light Red, is more light than obſcurity.

So that for too much want of obſcurity commeth whiteneſs, and for too much want of White or lightneſs, commeth blackneſs; and a Cloth died Yellow being put into the Blew woaded veſſel, maketh an excellent Green.

There was light and darkneſs before the Planet of the Sun was created, albeit the diſtinction between day and night is aſcribed to the Sun. Now the Moon hath no light, but what the Sun doth impart unto her, and the colours of the Rain-bow in the day time, being produced by the four Elements, do approve theſe colours to be ſo in nature, whereof the Philoſophers have given a reaſon accordingly. But conſidering the curioſity of them, and eſpecially of *Ariſtotle*, it is ſtrange unto me that they have not made mention of the colours of the Rain-bow in the night time, when the Moon is at full, and oppoſite to the Sun, which colours nevertheleſs take a reflection upon the clouds and obſcurity of the night, far differing from the colour of the Rain-bow in the day time upon the declination of the Sun; inſomuch that albeit all colours muſt be diſcerned by light and ſo adjudged accordingly, yet their operation doth differ very much, as may be ſhewed. The property of all colours is to be ſubject to the air and Sun, and all of them do vaniſh; but in the black it is leaſt ſeen, and is alſo the ſureſt, having his ground upon the Blew; ſo it be a Blew ſubſtantial of Wood or Indico, which is the extraction of the herb *Glauſtum*, or *Anill*, in the *Eaſt* and *Weſt-Indies* like unto our green Wood; but the leaves of it are round and not long howbeit the climate and ground make the main difference.

There was of late years, two great controverſies at the Council Table: The one concerning the dying of Black-Silk, called *London* Dye; The other concerning the uſe of Logwood, being a falſe glorious colour. Dying of Black Silk.

Concerning the *London* Die of Silk it was proved, that one Pound of 16 Ounces was by ſophiſtications of additaments augmented to 32 Ounces, and forty Ounces: which fraud comes to paſs by reaſon of the gummy matter or ſubſtance whereof the Silk was not purged for black die, as it is in colours, whereby it made ſuch an increaſe in weight. To prevent this abuſe, a Corporation of Silk-men were made; and nevertheleſs, foraſmuch that a reaſonable increaſe of 8 Ounces doth look fairer, and can be better uſed, there remained a tolleration of this increaſe in *London*. The way to find out the fraud was by controlling the weight by the meaſure, which by convulſion becometh contracted: So that if the Silk being purged decreaſeth 16 Ounces, to 13 and 12, will moderately have afterwards ſome increaſe; then this Silk being meaſured by the yard in Skeans, and marked with Leads, and ſo deliverd to the Dyar, muſt be received accordingly without ſuch contraction and decreaſe of length, by the increaſe of weight, theſe two controlling each other.

The indifferent courſe therefore, is the golden mean; ſo it is done concerning Log-wood, being good cheap and fit for dying of a fair colour, although vaniſhing, ſerving for the Poor People, wearing courſe ſtuff, or uſing things of ſmall value: That notwithſtanding that the uſe of it was prohibited, as well as the importation, yet now of late there is a competent quantity admitted to be uſed by Letters Patent, and Proclamation. Dying by the help of Log-wood.

A Table of the Standard, for the true making of Woollen Clothes, according to the Weight and Meaſure declared by the Statute made in the fourth year of his Majeſties Raign of Great Britain, *&c.*

THe Sack of Wooll appointed by King *Edward* the third, is diſtinguiſhed according to the Lunare year of 13 months, of 28 days, making in all 364 ℔, or 365 ℔, for ſo many days in the year; the Tod of Wooll being 28 ℔, for ſo many days in the month; and 13 Tods for ſo many months in the year; every Tod containing four Nails, and every Nail being 7 ℔, for ſeven days of the week.

This Sack of Wooll is accounted to make 4 Standard Clothes of clean Woll, called Sorting-cloths, weighing 60 ℔ the Cloth, and being 24 yards long, of 6 ½ quarters broad or thereabouts, within the remedy or allowance of 2 ℔ Weight upon a Cloth.

In the Weight is to be obſerved, that the Clothes be well ſcoured, thickned, milled, and fully dried.

In the Meaſure likewiſe, that the ſame be Meaſured by the yard and inch, within the Liſt, concerning the breadth, according to ſaid Statute made of all the ſeverall ſorts of Clothes made in divers Shires, *viz.*

	Broad.	*Weight, and Meaſure.*	
Kent, Yor. and *Read.* Cloths of 6 ½ quarters.	86 ℔	30 and	34 yards.
Suffolk, Norffolk, and *Eſſex* of 7 quarters.	80 ℔	29	32 yards.
Worceſt. Covent. and *Heref.* of 6 ½ quarters.	78 ℔	30	33 yards.
Wiltſ. Glaceſt. Oxon. Somerſ. of 7 quarters.	76 ℔	29	32 yards.
Suffolk ſorting Clothes broad 6 ½ quarters.	64 ℔	23	26 yards.
All ſorting Clothes of divers Shires 6 ½ q.	60 ℔	24	26 yards.
Broad-Cloth *Tauntons. Bridgwaters* and *Dundſtars* ——— of 7 quar.	30 ℔	12 and	13 yards.
Broad and narrow of *Yorkſhire*, of 4 quar.	30 ℔	24	25 yards.
Devon. Kerſeys and Dozens — of 4 quar.	13 ℔	12	13 yards.
Check. Kerſeys ſtrait and plain grayes 4 q.	24 ℔	17	18 yards.
Ordinary Peniſtone or Foreſts 5 ½ quarters.	28 ℔	12	13 yards.
Sorting Peniſtones of 6 ½ quar. ———	35 ℔	13	14 yards.
Waſhers of *Lancaſhire* and others ———	17 ℔	17	18 yards.
Clogware, *Kend.* Karpnuales at pleaſure,		20	at the leſt.

The manner of making of all Woollen Cloths, and workmens orders, with the viewing, ſearching, and the forfeitures or abatements, may at large be ſeen by the ſaid Statute: Being an Epitome of all former Acts concerning the indraping of Woolls, appointing wherein Flockes, Thrums, or Lambs Wooll may be put.

Obſervations concerning the ſaid Weight and Meaſure. Clothes in generall.

THat all Subſtantial things, either dry or liquid, are by Divine providence ſubject and governed by Number, Weight and Meaſure.

That Weight and Meaſure do controle each other, and that number giveth denomination unto them both, to diſcerne truth from falſhood, as aforeſaid.

That the weight of a Cloth is more to be regarded, than the Meaſure, becauſe the weight containeth ſubſtance, which is abuſed by ſtretching it in Meaſure.

That according to the ſtandard of Clothes, there muſt be allowed or accounted two pounds and one half of Wooll, to make one yard of the aboveſaid Clothes.

That the Statute of Clothmaking, hath had a conſideration to make an allowance

or

or abatement for Draped,Dreſſed,Rowed, and Sheared Clothes,which is five ℔ in a Long-cloth, and four ℔ in a Broad-cloth, beſides the remedy of two ℔.

According to this Rule, His Majeſtyes Cuſtom for Cloth and Carſeys,&c. ought to be payed, equaliſing the ſaid Cuſtom of Cloth, with the Cuſtom of Wool, according to forty Shillings the Sack, payed in the time of Queen *Mary*; which is to be done according to the weight,and not according to the meaſure, as heretofore hath been partly done. And the Weight will cauſe Clothes to be better made, according to the Statute whereunto the reformation muſt be reduced,which will be beneficial.

Benefits which will ariſe by the true making of Clothes in England, *according to the Statute made in the fourth year of His Majeſties raign of Great* Britain.

THe Cloth of the Realm ſhall recover his former eſtimation,which every Merchant (weighing his Clothes) will cauſe to be obſerved, according to the ſaid rule and proportion between Weight and Meaſure,whereby the ſtretching and falſifying of Cloth will be controled and prevented, eſpecially if this demonſtration (here ſet down) ſhall direct the buyer of Clothes. And the like may be made for Carſeyes and all other Wooling Commodities, according to the ſaid Statute.

The Cloth being truly made, will be more vendible beyond the Seas, where many complaints are daily made of the falſe making thereof; which the Clothier cannot but know,upon ſo many certificates for Tare as are abated of them to their loſs: every Merchant looking more to by good cheap, than to by good Cloth, feeding falſe making by it, which cometh to paſs more by ignorance than otherwiſe.

The Clothier finding the Merchant by theſe meanes able to control him, will endeavour to make true Cloth, and the Officers to Survey it will be more careful, and not ſend the Clothier their Leads and Stamp, and ſo they be payed, never look to take paines to view the Cloth; hereby traffick will increaſe for the general good of the Realm, and his Majeſties Cuſtom will be duly payed, according to the ſaid Statute, and all will tend to the glory of God, and honour of the King, in all Equity and Juſtice to be obſerved in all well-Govrened Commonweals.

We may perceive by the contents of this Diſcourſe, how weight and meaſure doth controll each other: compare your meaſure of Corn with the weight, as before is declared; your length of Cloths with the weight as aforeſaid; nay your wet meaſures, will teach you to diſtinguiſh truth from falſhood, and how to know the goodneſs of things; if Spices become light, then the weight will ſhew it becauſe the ſubſtance is dryed up; which to prevent is Wiſdome and no deceit: For as the Element of air is the cauſe of putrefaction, ſo the excluding of the ſame in many things, is a preſervation, and ſo is likewiſe the preventing of dryneſs. But to end this Triall of meaſure and weight, let us obſerve the *Italians* by weighing and meaſuring of their Silk wares. A yard of Satin weigheth four ounces, being truly made, and if it be above, they take the ſame to be overgummed, and not truly made, and ſo if it weigh leſs.

Weights and Meaſures controll each other.

CHAP. V.

Of the three Essential Parts of Trafick, namely, Commodities, Money, and Exchange of Money by Bills of Exchanges.

ALL the Traffick and commerce between Nation and Nation, or man and man, is performed under three Simples which are properly the Essential parts of Traffick: Namely, *Commodities*, *Money*, and *Exchange for Money by Bills of Exchanges*: Which is effected by Number, Weight, and Measure, according to the former Observation.

A Tripartite Exchange.

And herein is to be considered a Tripartite Exchange, That is;
Commodities for Commodities;
Commodities for Money, and
Commodities for Exchange of Money by Bills of Exchange.

For some Merchants do negotiate all for Commodities, others all for Money, or Exchanges, or for all three or any of them which yeeldeth them most benefit and gain: And herein is their particular profit, or *Privatum Commodum*, more respected than the generall good of the Common Wealth, whereby corruptable and unnecessary Commodities are given for Staple wares and durable Commodities, to the impoverishing of Kingdomes and Common-weals. And not only is this Commutation or Exchange abused in kind, but also in the price, paying too dear for the one, and selling the other too good cheape: Whereby cometh an over-ballancing of Commodities in price, and quality, and not in quantity; whereby in effect, Monies are given to boot, and as it were over and above the reasonable estimation of things; and herein is the course of Exchanges by Bills predominant, and over-ruling both the course of Commodities, and Money, as shall be at large demonstrated hereafter.

Over-ballancing of Commodities.

The Body, Soul, and Spirit of Traffick.

For the said three Essentiall parts of Traffick are properly the *Body*, *Soul*, *and Spirit of Commerce*, and have their operation accordingly.

The first as the *Body*, upheld the World by Commutation and bartring of Commodities, untill Money devised to be Coyned.

The second, as the *Soul* in the Body, did infuse life to Traffick, by the meanes of Equality and Equity preventing advatgneb etween Buyers and Sellers.

The third, as the *Spirit* and faculty of the Soule (being seated every where) corroborateth the vitall Spirit of Traffick, directing and controlling (by just proportions) the prices and values of Commodities and Monies.

True it is, that this Spirit and faculty of the Soul, namely, the *Exchange for Money*, taketh his originall from the Soul, which giveth life to the Body of Traffick; that is to say, The Exchange for Moneys by Bills of Exchanges, is grounded upon Moneys, and Moneys were invented and made by common consent to be the rule and square to set a price unto all things, and the right and true judges of them; and is therefore called *Publica Mensura*, or the pulick measure between man and man. But since the manner of Exchange was intended between Nations and Nations, or Country and Countries, Moneys did only remain the publick measure within the realms or Common-weals of every Country between man and man according to the valuation of Princes

Money the publick mersure at home.

and

and States impoſed upon Moneys: and the Exchange of Moneys by bills became *Publica Menſura*; between us and forein Nations, and between all Nations in the courſe of commerce, according to which Exchange all Commodities are bought and ſold. And albeit that the Abundance or Quantity of Commodities, and the many or few buyers, or the ſcarcity of Commodities, cauſeth the prices of Commodities to riſe and fall; and likewiſe that plenty of Money maketh things dear, and ſcarcity of Money maketh them good cheap, as a property inherent unto Money as a true meaſure: yet we muſt obſerve in true order, That both Commodities and Money are Paſſive, ſince the Exchange was invented, which is only active, and that in Countrys where all the Eſſential parts of Traffick are uſed. But howſoever, the Maxime is to be obſerved in the avoyding of the over-balancing of Commodities in price and quality. *Marcus Cato* therefore ſaith adviſedly:

Exchange for Moneys the publick meaſure between Nations.

Commodities and Mony are things paſſive.

Oportet patrem-familias eſſe Vendacem, non Emacem.

A Prince therefore (as the Father of the Common-wealth) ought to be ſeller and not a buyer, which cometh to paſs when the expences of his Common-wealth do not exceed his Incomes and Revenues: this to be effected by keeping a certain Equality in the Traffick between his Kingdom and foreign Nations. For Riches being natural, or artificial, and both ſubject to Number, Weight, and Meaſure, requireth a certain Equality in the true Commutation of things between us and other Nations. And Juſtice being Diſtributive and Commutative, every Man of Judgment knoweth, that this part is comprehended under Juſtice Commutative; and that all Traffick conſiſteth of the Land Commodities, and of the Commodities of the Seas, and laſtly, of the Commodities of other Countrys and Nations. For God cauſed nature to diſtribute her Benefits or his Bleſſings to ſeveral Climats ſupplying the Barrenneſs of ſome things in one Conutry with the Fruitfulneſs and ſtore of other Countrys, to the end that interchangeably one Common-weal ſhould live with another.

Natural riches Artificial riches.

Juſtice diſtributive and commutative.

Land Commodities.

Sea Commodities.

Theſe Aphoriſms or ſelected points are of great Importance: for (as is noted before) gain being the ſcope of all Merchants, is procured without regard had to the Common-wealth; the Wealth whereof cannot properly decreaſe but three manner of ways, namely, by ſelling our home Commodities too good cheap; by buying the foreign Commodities too deare; and by the tranſportation of Moneys in *ſpecie*, when the Exchange of Moneys doth not anſwer the true value of it, by Bills of Exchanges; as ſhall be plainly demonſtrated.

Proper cauſes of the decreaſe of wealth in a State.

For this Exchange is the Rudder of the Ship of Traffick, faſtned upon the Parallell of the keel of Equity, which doth rule and direct the ſaid Ship upon all the variations of the Commodities of all Countrys. Many men knowing that the Rudder doth govern the Ship, can notwithſtanding give little reaſon of the cauſe of it, but admire to ſee ſo ſmall a piece of Timber to have ſo great an operation; yet no man is ſo fooliſh as to attribute that Power unto the ſails or any other appertenances of the Ship, or to the main Body of it called the hull of the Ship. Great is the error therefore of thoſe that will aſcribe any effectual operation to the quantity of Commodities, albeit there was a Trafick and Commerce without either Money or Exchange for Money, when the courſe of it was like a Ship ſailing without Rudder or Compaſs.

Exchange of Rudder of Trafick.

Money may well be compared to the compaſs, having ſo many variations upon the ſeveral ſtandards of the Coins of all Countrys, and changing continually from time to time in valuation; Princes and Common-weals taking advantage one againſt another, either to draw Treaſure into their Kingdoms and Territories, or to advance the price of their Country Commodities. And Exchange may properly be compared to the Rudder of a Ship, which commandeth the directions of the Compaſs accordingly and ſo doth the Exchange command the courſe of Money: for let the ſtandards of Money be altered either in Weight, Fineneſs, or Valuation, the Exchange by altering the price (with great facility) according to equity is able to meet and over-rule them all, as ſhall be declared in the progreſs of this Book.

Money as the Compaſs of a Ship, and Exchange the Rudder.

The

Principles or Axioms what they are, &c.

The learned have determined, that no argument or diſputation is to be maintained with thoſe that will deny Principles, which by reaſon and common conſent are indiſputable, and ſtand of their own Authority: For by an undoubted Principle or Axiome we know, That the whole is bigger than his part, that two is more than one, and that two equall things being equally divided into a third, are all equall.

The knowledge of the premiſſes is naturally and viſibly engraffed in the mind of man, as no doubt can be admitted: Nevertheleſs there are men ſo intoxicated in their judgments, that being once poſſeſſed of an imaginary conceit, they will never be removed; as he was who asked of his Frinds, What he ſhould do with an heap of ſtones and traſh to be rid of it? and was anſwered, that he ſhould dig a hole in the ground and bury them; and when the other demanded of him, what he ſhould do with the earth he ſhould dig out? he told him he ſhould make the hole ſo much the bigger to put them in both, and he could never be recalled from this conceit, even in naturall and ſubſtantiall things to be felt, ſeen and handled; inſomuch that experience ſheweth, that digging an hole, one ſhall hardly put in the ſame earth again, without cramming and labour, much leſs the other.

Copernicus his opinion of the motion of the earth.

The *Pythagorians* doctrine lately revived by *Copernicus*, touching the ſcituation and moving of the Bodies Cœleſtiall, denying the ſtability of the earth, may in ſome meaſure be admitted *argumentandi gratia*; for they ſet forth ſome Aſtronomicall demonſtration, albeit imaginary, and declare ſome reaſons agreeable to experience, namely, That the Orb of the fixed Starrs is of all other the moſt higheſt and fartheſt diſtant, and comprehendeth the other Spheres of wandering Starrs. And of the ſtraying Bodies called Planets, the Old Philoſophers thought it a good ground in reaſon, that the nigheſt to the Center ſhould ſwiftlieſt move, becauſe the Circle was leaſt, and thereby the ſooner overpaſſed, and the farther diſtant, the more ſlowly: And upon this conſideration, becauſe of the ſwift courſe of the Moon, they did conclude, that the whole Globe of Elements was incloſed within the Moons Sphere, together with the earth as the Center of the ſame, to be by this great Orb, together with the other Planets above the Sun turned, making by his revolution one year; and whatſoever ſeemeth to us to proceed by the moving of the Sun, the ſame to proceed indeed by the revolution of the earth, the Sun ſtill remaining fixed and immoveable in the middeſt.

Ariſtotle of the ſtability of the earth.

But *Ariſtotle* his reaſons are generally approved, to prove the earth's ſtability, in the middle or lower part of the World, becauſe of gravity and levity, the earth being (of all other Elements) moſt heavy, and all ponderous things are carried unto it, ſtriving (as it were) to ſway down, even to the inmoſt part thereof, with many other reaſons made diſputable by ſome, becauſe the Planets and Starrs are farr above us. But to deny the Principle of Exchange and Money as aforeſaid, may be refuted and proved to be ſo plain an errour, as we ſee the Hand or *Index* of a Dyall to be the thing active, which ſheweth the hour, and the letters are things paſſive and immoveable in the action; and ſo are Commodities in the courſe of Traffick, where Exchange is uſed.

The Royall Banket of Great *Britain*.

Right Merchants are taken to be wiſe in their profeſſion, for their own good and benefit of the Common-wealth; for of the ſix Members of all the Governments of Monarchies and Common-weals, they are the principall inſtruments to increaſe or decreaſe the wealth thereof; as may appeare by the diſcription of the following Royall Banket of Great *Britain*. The King of Great *Britain* conſidering that all Common-weals are furniſhed with *Divine Service*, *Armes*, *Laws*, *Riches*, *Arts*, and *Suſtenance*, and that the managing of theſe ſix things requireth ſix manner of perſons, namely, Clergymen, Noble-men, Magiſtrates, Merchants, Artificers, and Husband-men (which joyntly are the Members of all Common-weals) was graciouſly diſpoſed to invite them all unto a Royall Benket, where (after many pleaſing diſcourſes concerning hunting, and having proved by many examples, that the moſt renowned Princes delighting in that Royall ſport, have always been the beſt Warriers) his Majeſty was pleaſed, that every Member of his Common-wealth as aforeſaid, ſhould in one only word expreſs the property of his profeſſing or calling; whereupon the Clergy-men did ſay, *we inſtruct*; the

the Noble-men, *we fight*; the Magiſtrates, *we defend*; the Merchants, *we inrich*; the Artificers, *we furniſh*; and the Husbandmen, *we find*. The King anſwering, uſed theſe or the like ſpeeches: We do very well approve your declaration in this brief manner, recommending every one of you to diſcharge your duty accordingly, with a remembrance, that we (as your head) muſt make the Body of the Common-wealth compleat: For the Office of a King towards his Subjects, doth very well agree with the Office of the head, and all the Members thereof. For from the head (being the ſeate of Judgment) procedeth the care and providence of guiding, and preventing all Evil that may come to the Body or any part thereof, the Head cares for the Body, ſo doth the King for his People: And even as all diſcourſes and directions flow from the Head, and the execution of them belongeth to the Members, every one according to their Office; ſo is it between a Wiſe Prince and his People. And as the Head by true Judgment may imploy the Members in their ſeverall Offices being thereunto ſufficient, or being defective may cut them off, rather than to ſuffer infection to the reſt: Even ſo it is betwixt the King and his People, for as there is always hope of curing any diſeaſed Member by direction of the Head, ſo long as it is whole; and by the contrary, if it be troubled, all Members are partakers of that trouble; ſo is it between the King and his Subjects, who is therefore called *Parens patriæ*, who like a Father of the great Family of the Common-wealth, doth ſtudy for the welfare thereof.

Comparison and property of the Body to the Head, ſo between the King and his Subjects.

Parens patriæ.

The Lord Chancellor making a generall anſwer, did acknowledge his Majeſty to be the right and Supream Head without which the Body was to be eſteemed as a dead trunk; for, ſaid he, the Royall Scepter of a Monarchy, guided with good and wholeſome Laws, doth far exceed all other governments, which properly are called *Ariſtocracies & Democracies.*

Ariſtocratia. Democratia.

Ariſtocracy is the government of the leſs number of People of a Common-wealth in Soveraignty, and *Democracy* (being contrary unto it) is the greater number of People governing. Whereas a Monarchy is a Common-wealth where one ſole Prince hath the abſolute government, here the Peace, Unity, Concord, and Tranquility of Subjects conſiſteth by meanes of one Head, by whoſe Power Common-weals are fortified, Vertue thereby being united and more corroborated, than if it were diſperſed into many parts, which give occaſion of ſtrifes, turmoils, and controverſies by the divided powers and emulation of greatneſs: When as one perſon (imitating nature) doth govern (as the Head) all the parts and Members of the Body, for the generall ſafegard and weale publick.

Monarchy the beſt government.

Hereupon replication being made by the King; fault was found of the generall dearth of all things within his Realm, without any ſcarcity of the ſaid things ſerving for back and belly, which we attribute unto you Husbandmen ſaid the King, for food is dear and yet there is no dearth. The Husbandmen did excuſe themſelves, and laid the fault upon the Noblemen and Gentlemen for raſing of their rents, taking of Farmes into their hands, and making of incloſures. Noblemen and Gentlemen did impoſe the cauſe upon Merchants and Artificers for ſelling things dearer than in times paſt, which cauſed every man to make moſt of his owne, according to his profeſſion; wherein the Artificers were eaſily diſpenced withall, conſidering their labours, and Workemens wages, buying alſo all things dearer. So that the fault did wholly remain upon the Merchants, who have the ſole diſpoſing of all Commodities exported and imported for the good or hurt of the Common-wealth; which cauſed the King to enter into conſideraton of the aforeſaid three Eſſentiall Parts of Traffick, namely, Commodities, Money, and Exchange for Money by Bills of Exchange.

Food dear and no dearth.

And ingeniouſly perceiving, that the vitall of Traffick did conſiſt in the matter of Exchange for Monies, becauſe the ſame is the publick meaſure between Nation and Nations, and that grain was the radicall moiſture of Commerce, which had his effectuall power in Exchanges: His Majeſty thought good to call divers Merchants to the conſultation of this buſineſs (being within their element) to hear their opinion how to remedy the ſaid inconvenience.

Where-

Three manner of Merchants.

Whereupon his Highneſs obſerved three manner of Merchants: The firſt (which were the greateſt number) were ignorant of the fundamental reaſons of Exchanges, and being carried with the ſtream, never took notice of it, but were guided therein by ignorant brokers of Exchanges, according to the rule of forein Nations. The ſecond ſort of Merchants, were thoſe that did altogether practiſe to make a benefit by Exchanges and Tranſportations of Moneys, and never did deal in Commodities at home or beyond the Seas, and theſe would not confeſs that there was any abuſe committed by Exchange. The third ſort of Merchants (being the ſmalleſt number) were men of wiſdom and experience, and yet they found the matter of Exchange to be a myſtery, until examination of the properties thereof, and then (like good Patriots) they tooke a care for the welfare of the Common-wealth. The firſt ſort he did not regard becauſe of their ignorance: The ſecond ſort he did compare unto Vintners, who are not fit to be called to be Aſſiſtants in making of Laws againſt drunkenneſs, and ſo rejected them: But the third ſort he did embrace as worthy Councellors to reform abuſes; and ſome of theſe were of opinion, that by reaſon of the baſe Mony coyned in the latter end of the reign of *Henry* the 8, all the forein Commodities were ſold dearer, which made afterwards the Commodities of the Realm to riſe at the Farmers and Tenants hands, and that the ſame was made dearer through plenty of Mony and Bullion, which came from the *Weſt-Indies*; and eſpecially, becauſe an Ounce of Silver was inhaunced by the ſaid King, from forty pence to forty five pence, and afterwards in proceſs of time was valued at threeſcore pence, and that the operation of the ſaid alteration doth ſtill continue. Others ſaid, That the prizes of things being riſen, was of no great moment, becauſe it was by denomination, and not really; for that which was called forty before, was now termed threeſcore, according to the coyns of Silver valued by the Ounce, as aforeſaid. But the wiſer ſort did go further, and comparing the prizes riſen of forein Commodities, far more than the prizes of our home Commodities, they did acknowledge, that there was an over-ballancing of Commodities, and found that the courſe of Exchange for Moneys was the efficient cauſe thereof: For they did obſerve, that as the Elements are joyned by Symbolization, the air to the fire by warmneſs, the water to the air by moiſture, the earth to the water by coldneſs; ſo is Exchange joyned to Moneys, and Moneys to Commodities by their proper qualities and effects, whereby it did appear unto them;

Offenders unfit to make Laws.

Inhaunſing of Silver altereth the price of things.

Firſt, That our Money being undervalued in Exchange, cauſeth the price of our home Commodities to be abated, and to be ſold better cheap in forein parts, and is alſo the cauſe that our Moneys are exported.

Secondly, The Moneys being tranſported, taketh away the lively courſe of Traffick of our ſaid Commodites, and cauſeth young Merchants to run by Exchanges upon Bills to maintain their trade, paying great intereſt for Money, which they cannot take up by their ſingle Bond, as they can do by Bill, taking up the ſame by Exchange without Sureties.

Thirdly, This cauſeth young Merchants and others to make raſh ſales of their Commodities beyond the Seas, to pay their Bills of Exchanges, whereby they overthrow the Markets of others, and make them ſell better cheap. So on the contrary, the coyns being over-valued in Exchange, and alſo inhaunced beyond the Seas, cauſed the price of forein Commodities to increaſe, more than our native Commodities; and our Merchants are compelled (of courſe) to make return thereby, becauſe they cannot import thoſe over-valued Moneys, but to their exceeding great loſs. And by Exchange they find few Takers, unleſs it be our young Merchants, which do conſume their Eſtates by Exchanges, and Rechanges. For of the ſaid three Eſſential parts of Traffick, we have but the uſe of one (as they obſerved) which is the buying of forein Commodities, to make returns, increaſing therein the conſumption of the ſaid wares, and not our own Moneys remaining hereby plentiful beyond the Seas; the rather for that Bills of debt are (as ready Money) paſſing between man and man cauſeth with them a lively courſe of Trade, whereby their Commodities are advanced in price and ſale; neither are they compelled to ſell them but at their

Cauſes of the over-ballancing of Commodities.

price,

price, becauſe they find Money at Intereſt, at Five and Six in the Hundredth.

This plenty of Money is dayly increaſed by our Merchants Trading into *Spain* and all others, who do divert the Royals of *Spain* from us, becauſe of the inhaunſing of Moneys beyond the Seas, where they have 25 upon the hundredth gain, when with us they make but 10 *per cent.*

This gain is practiſed by Exchange, and would otherwiſe be but imaginary, as ſhall be declared hereafter: Whereby we ſhall finde that the ſaid Exchange is ſtill predominant, and over-ruling the Moneys and Commodities.

CHAP. VI.

A Geometricall Deſcription of the World, eſpecially of EUROPE, *Meaſured by Millions of Acres of Ground, upon the Map.*

The Meaſure is one Million, or Ten Hundred Thouſand Acres.

THE Circumſtance of the roundneſs of the whole Globe of the World, compoſed of Water and Earth, is accounted to be 5400 Geometricall miles, or 21600 ordinary miles. But whereas the miles in all Kingdomes and Countrys, and almoſt in every Province or Shire do differ; I have thought convenient to admit one Meaſure of one Million of Acres of Ground, to Meaſure the whole Globe thereby according to the Map: Which is not only intelligible to all Men, but all Merchants alſo may have uſe thereof. For by the number of the Millions of Acres, comparing one Kingdom unto another, or one Country unto another Country, they may know the bigneſs and ſpaciouſneſs thereof, which wee have particularly obſerved in *Europe*, with a diſtinction alſo of the dominion of Princes in theſe ſeverall Countrys known by the name, *France*, *Italy*, *Germany*, and others, which many times falleth into conſideration upon ſingular occaſions.

This Globe of the World is divided to be two third parts Water or Seas, and one third part Land: And of this Land there is one third part not inhabited, and the other two third parts are as followeth.

The whole Circumference by the aforeſaid meaſure is 19, 803, 575000, which is 29 milliars, 803 Millions, 575 thouſand Acres, and the milliar is ten hundred millions. So the two $\frac{2}{3}$ part Water is 19 milliars, 869 Millions, and 50000 Acres of Ground anſwerable; and the other part third is 9 milliars 934 Millions, and 525 thouſand Acres. A milliar is ten hundred Millions.

Hereof deduct $\frac{1}{3}$ part not inhabited, which is 3 milliars, 311 Millions, 508000 Acres; ſo reſt 6 milliars 623 Millions, 17000 Acres of Land inhabited whereof followes a particular diſtribution.

Firſt for Europe *or* Chriſtendom.

England containeth 29 Millions, 568 thouſand Acres.
Scotland containeth 14 Millions, 432 thouſand Acres.
Ireland containeth 18 Millions.

So theſe three Kingdoms, with all their dominions of Lands and Iſlands adjacent, under the Diadem of King *James*, contain 62 Millions of Acres of Ground, &c.

England is by the computation, accordingly with the Dominion of *Wales*, and all Iſlands thereunto belonging, the thouſand part of the whole Globe, or the 22 part of the Earth inhabited, or the 333 part of the whole Earth: And *Scotland* may be full the one half of this computation, that is, the 444 part of the Earth inhabited, or the 666 part of the whole Earth; and the Monarchy of Great *Brittain* and the Kingdom of *Ireland* is the 480 part of the whole Globe, unneceſſary fractions in cypher omitted.

The Body of the Sun is 166 times bigger than the whole Globe of the World, and ſo accordingly for the Seas and Earth as aforeſaid.

The 17 Provinces of the Low-Countrys,

Contain 10 millions 797 thouſand Acres. Whereof
The reconciled Provinces with *Spain* contain 7 Millions 197000 Acres.
The united Provinces under the States contain 3 Millions 599000 Acres.
The Kingdom of *France* divided into 32 Provinces, containeth in all 82 Millions 879000 Acres.

The Kingdoms of *Spain*, being 8 in number, contain as followeth:

	m.		m.
Caſtile	25 millions 730	*Leon Galiſia*	9 millions 124
Andaluſia	2 millions 425	*Arragon*	13 millions 104
Granado	2 millions 128	*Biſcay*	3 millions 412
Narvare	1 million 458	*Portugal*	10 millions 154

In all containing 67 Millions, 535 thouſand Acres.

ITALY.

Under *Spain*.

	m.		m.
Naples	11 millions 704	*Savoy*	1 million 910
Lombardy	1 million 640	*Piedmont*	1 million 160
Under *Venice*.		*Toſcana*, &c.	4 millions 785
Treviſana	2 millions 584	*Suria* and *Florence*	480
Verona	0 millions 480	*Marca* / *Ancona*	1 million 412
Frioul	1 million 047	*Parma*	885
Mantua	0 millions 480	*Sicilia*	3 millions 113
Under *Rome*.		*Cypres*	1 million 601
Liguria	1 million 415	*Candia*	2 millions 060
Romagnia	1 million 085	*Corſica*	1 million 395
Hetruria	0 millions 540	*Sardegna*	4 millions 089
Latium	0 millions 480		

Containing in all 44 Millions 257 thouſand Acres.

GERMANY.

	m.		m.
Saxonia	3 millions 484	*Bavaria*	3 millions 294
Miſnia	3 millions 249	*Helſatia*	3 millions 644
Turnigia	1 million 093	*Helvetia*	12 millions 328
Luſatia	2 millions 572	*Baſle*	0 millions 842

Swebourg

	m.
Swebourg	2 millions 109
Salsbourgh	1 million 063
Trier, Ments, Spiers, Strausbourgh, and *Wormes*	4 millions 237
Juliers	348
Cleve	258
Weſtphalia	2 millions 300
Oſnab	358
Sileſia	5 millions 706
Bohemia	7 millions 024
Auſtria	6 millions 121
Moravia	4 millions 114
Pomerania	3 millions 249
Brandenbourg	6 millions 208
Machalbourg	2 millions 107
Franconia	6 millions 361
Tiroll	3 millions 249
Carinthia	1 million 588
Stiria	1 million 779
Palatine Rhene	4 millions 361
Wirtenborgh	1 million 223
Embden	230
Oldenbourgh	449
Liege	548
Cologne	215

Containing in all 95 millions, 646 thouſand acres.

Pruſſia 10 millions 240 thouſand acres.

	m.
Ruſſia	9 millions 607
Volhimia	5 millions 762
Maſſovia	1 million 916
Livonia	34 millions 115
Poland	19 millions 205

Heretofore named *Polonia*, containing in all 80 millions 845 m.

DENMARK.

	m.
Denmark	10 millions 426
Norway	28 millions 492
Holſtein	1 million 065
Ditinars	337

Containing in all 40 millions, 326 thouſand acres.

SWETHEN.

Swethen	57 millions 430000 acres.
Finland	7 millions 531000
Gothia	20 millions 936000

Containing in all 85 millions, 897000 acres.

Part of *Ruſſia* or *Muſcovia* and *Situam* under *Europe*, 232 millions, 558 thouſand acres. So that the whole *Europe* or *Chriſtendom* doth but contain 802 millions, 74000 acres, which is not the 12 part of the whole Earth *EUROPE.*

	m.	
Hungary, Dalmatia, Tranſylvania, and all *Turky*, 385 mill.	367	
Muſcovia pars 128 millions, 817000 acres.		*ASIA.*
Tartaria 299 millions, 110000		
Perſia 385 millions, 367000		
Calicut and *Eaſt-India* 587 millions, 200000 acres.		
Africa containeth 1541 millions, 883000 acres.		*AFRICA.*
America containeth 1152 millions, 400000 acres.		*AMERICA.*
Nova Hiſpania 1349 millions, 133000 acres.		

Summa totalis *of the inhabited parts of the World, ſix Milliars, ſix hundred and twenty three Millions, and ſeventeen thouſand Acres of Land,* Ut ſupra.

THE uſe of this Deſcription, to know the bigneſs of one Country, compared unto another Country, is for example:

England containeth 29 meaſures and odde; *Bohemia* containing 7 meaſures and odde, is the fourth part of *England* or thereabouts.

The 17 Provinces of the *Low-Countries*, being ten meaſures and odde, is the third part of *England*, or thereabout.

The Monarchy of Great *Brittain* being 44 meaſures and odde, is as big as all *Italy* and the five Iſlands of *Sicilia*, *Cyprus*, *Candy*, *Corſica*, and *Sardignoa*, and is alſo more populous, and ſo for all other Countries: Inſomuch that *England* only, contaning 29 of thoſe Meaſures, or Millions, 568 thouſand Acres of ground; if we deduct the 5 Millions, 568 thouſand Acres for wilde and waſte grounds and highways, there will remain 24 Millions of Acres, which at one penny an Acre, amounteth to 100000 £, a matter little ſenſible.

One penny an Acre, is 100000 pound in *England.*

Here may *Microcoſmos*, the little World Man, behold how little the great World is, which is made for him as a Tabernacle, where he hath no abiding place, but Travelleth as a Pilgrim toward the Celeſtiall habitation, with a thankful mind and remembrance of the mercy of God, who hath been mindful of the Son of Man, and made him lower than the Angels, to Crown him with Glory and Worſhip, *Pſal.* 8.

Thus much I thought to demonſtrate unto Chriſtian Merchants touching the World, before we intreat of the Commodities, whereby Traffick and Commerce is by them and other Nations maintained; according to the ancient Verſe.

Currit Mercator ad Indos, —— as appeareth in the next Chapter.

CHAP. VII.

Of the Commodities of all Countryes, whereby Commerce is maintained.

Corporia tria ſunt genera.

ALBEIT that the aforeſaid Doctors of the Civil Law have declared that there be but three kind of Bodies of things, namely,

1 *Quod continetur uno ſpiritu, ut Homo, Lapis, &c.* Which is contained of one Spirit, as Man, and a Stone or ſuch like.

2 *Quod ex pluribus inter ſe, coherentibus conſtat, vt edificium navis, &c.* Which conſiſteth of many things joyned together, as a Building, a Ship, *&c.*

3 *Quod ex diſtantibus conſtat, ut corpora uno nomine ſubjecta, veluti Populus, legio, grex, &c.* Which conſiſteth of diſtant things, as many Bodies under one name, a People, a Legion, a Flock, and the like. Yet this definition is not compleat concerning the Body of Traffick and Commerce, conſiſting of Body, Soul, and Spirit, namely Commodities,

modities, Money, and Exchange of Money by Bills of Exchange, as aforeſaid; which are to be deſcribed in order. And becauſe Commodities, like unto the Body, upheld the World at the firſt by way of Commutation and bartering of them according to neceſſity and uſefullneſs: Therefore may it be thought convenient to ſet down in this place the particular Commodities of all Countries, and (of ſome of them) their values and eſtimation, by means whereof Traffick and Trade is eſtabliſhed and maintained, that thereupon we may proceed accordingly.

Verily in the eſtate of Innocency all things were common; But alaſs this Communion of things endured but a while; and now by reaſon of our naturall corruption and proneneſs to wrong one another, there is an abſolute neceſſity of property and ſeverall poſſeſſion, which is conſonant to the Law of God, as well as founded upon the Law of man, and conſent of Nations; it being the voice of ſecondary Nature, This is my Houſe, This is my Town, and This is my Servant, *&c.* whereby *Meum & Tuum* is diſtinguiſhed.

The revocation of this Communion of things is the nerves and bond of humane ſociety, and the mother of labour and diligence. Who would till the ground, if he hoped not to taſte of the crop of it? Surely all would be waſte and deſolate, if men were to plant and build for every body, that is no body. Wee ſee by experience, that the ſtrongeſt would deprive others of the uſe of things, unleſs the Law did enterpoſe her authority, which is two fold, namely *Paterna & Politica*, effected by the Fathers of Families, and Magiſtrates. And herein is no other equality to be found concerning things but a mutuall voluntary eſtimation of them according to the uſe and behoof of the ſaid things. And the proverb is true, That goods held in common are (as it were) no Bodies goods, and not manured as they ought to be. Whereupon *Plato* in his ſecond Common-wealth (upon better conſideration) did revoke his former opinion of the Community of goods, and uſed to ſay, That no man was a gainer, but another became a loſer, which had an over great regard to the property of goods, and if there were no property of goods, all Traffick would ceaſe.

Nevertheleſs, the Equality and Equity in the courſe of Commerce muſt be obſerved, to avoid the over-ballancing of Commodities, as in the precedent Chapter is mentioned, which requireth a third conſideration of another kind of Equality. For as we have noted with *Ariſtotle*, Riches is either Natural or Artificial.

The Natural Riches, as Lands, Vines, Forreſts, Meddows and the like.

The Artificial, as Money, Gold, Silver, Cloth, and all other manufactures and Houſhold ſtuff.

Now as this Artificial Riches is proceeding of the Natural Riches, and that both theſe do receive their price and eſtimation from Money; ſo reaſon requireth a certain Equality between them which we find to be defective, which is concerning the price of Lands.

To prove our Aſſertion, we can hardly make their Inequality appear, albeit we do find the want of the Treaſure tranſported from us into the parts beyond the Seas. For it befalleth unto us concerning Moneys and wealth, as it doth to a General of a Camp of ten thouſand ſuppoſed Armed Men, whereof muſter being taken at ſeverall times and upon ſeverall days, all of them are found to be Armed, becauſe they lend their Armor to each other: Whereas if they were all muſtred in a day, and at one inſtant, a great part of them would be found to want Armor. So the like want of Moneys and Wealth would be found, if Rich Men were examined for their perſonal eſtates upon any urgent occaſion. And now let us examin the Commodities of all Countries, begining in the Eaſt, and ending in the Weſt.

Of the goodneſs and value of Eaſt-India *Commodities.*

THe Merchants Trade for the *Eaſt-Indies* took beginning in *England* in the year 1600; at which time Spices and all other Commodities were bought for the prices hereafter declared; tranſlated out of the *Portugal* tongue, with my additions and obſervations concerning the goodneſs of thoſe Commodities.

Cloves

Cloves. Fuſſes. Cloves growing in the Iſlands of *Moluccos* being clean of ſtalks, by the *Portugal* called Fuſties, were ſold for 50 Pardaos the Kintal, or the 100 weight of 112 ℔ correſpondent with our *London* quintal or hundred, accounting the Pardao or Ducat at 5 *ß*, is about 27 pence the pound. There is another leaner or drier ſort of Cloves called *Cravo de Baſtao*, which is ſold for 25 ducats, which the *Portugals* do mingle many times: The difference is half in half in price, and the Pound at 13 ½ pence.

Mace. Mace, being of a fair colour and large, which groweth upon the Nutmegs, and is had alſo in the Iſland of *Bantan*, was ſold for 74 ducats the hundred, which is 40 pence ſterling the Pound.

Nutmegs. Nutmegs in the ſaid places were ſold for 15 ducats, is 75 *ß*. the hundred, and the pound 8 pence ſterling.

Ginger. Ginger being dry, from *Calicut*, called Belledin, or aſh-coloured Ginger, at 9 Ducats the hundred, is 45 *ß*. and the pound at five pence or thereabouts.

Their is an inferior ſort called *Mechino*, of 6 Ducats the Quintal.

Ginger in conſerve, at 13 ½ Ducats, is about 7 ½ pence the pound.

Cinnamon. Cinnamon of *Zeilan*, growing in that Iſland, was ſold at 35 Ducats, and the Cinnamon of *Malabar*, called *De mato*, for ten Ducats, whereby the pound of the beſt is about 19 pence, and the other about 6 pence.

Pepper. Pepper of *Calicut*, *Malabar*, and the Iſland of *Sumatra*, at 10 Ducats the hundred, bought by the baſer of 4 Quintals, cometh to 6 pence the pound.

Long Pepper. Long Pepper was ſold at 25 Ducats the hundred, is the pound 15 pence.

Benjoin. *Benjoin de Boninas* at 55 Ducats, and the other ſort of *Caregaſan* at 48 Ducats is the pound at 2 *ß*. 5 pence, and 2 *ß*. 2 pence, or thereabouts.

Campheir. Campheir of *China* was ſold at 40 Ducats, is 10 ℔, and the pound about 22 d.

Indico. Indico of the better ſort, called Carquez, 40 Ducats, and the common ſort of *Aldcas* 30 Ducats, and the richer ſort of *Aldcas* 70 Ducats the hundred, which is the pound 22 d. 18.d. and 3 *ß* or thereabouts. This rich Indico is as good as that of the *Weſt-Indies* of *Guatimalo*, and better than Laurea (alias Lahora) coming from the ſaid *Weſt-Indies*, whereof there was wont to come another ſort, called Indico Campeche, which was an extraction of Log-wood, being over light and frothy without ſubſtance, which did ſwim upon the water, whereby this manner of triall is uncertain, and only the Cowpe muſt finde the goodneſs of Indico by the working of it.

Weſt-Indies Indico.

Uncertain trade for Indico.

Commodities ſold by a weight called Man, of 24 ℔ weight.

Silks. *China* Silk 76 Ducats. Silk in pieces 86 Ducats. Silk of *Lancan* 40 Ducats. Silk of the Eagle, the beſt 35, and the common 26 Ducats.

Hard Wax. Lacre or hard Wax 16 Ducats the Man. Soft Wax 4 Ducats.

Commodities ſold by the Bar of 15 Roves or Arrobas of 28 ℔.

Wood of *China*. White Sandalo the 20 peces 160 Ducats. Red Sandal wood 50 Ducats. *China* wood 180 Ducats. Ebony wood 200 Ducats.

Commodities which are ſold by the Ounce.

Ambre. Musk. Ambre Greis 13 Ducats is 65 *ß*. Black Ambre 3 Ducats, or 15 *ß*. the Ounce. Musk in Cods at 2 ½ Ducats, or 12 *ß*. 6 d. the Ounce.

Bezar ſtones. Bezar ſtones are ſold according to their bigneſs more or leſs.

Commodities ſold by the ſcore of twenty pieces, as Calico Cloath, &c.

Calico Cloth of divers places. Calico Cloth of the places following called by ſeverall names.

Canequins fine of *Cambaya* 60 Ducats, is 3 Ducats, or 15 *ß*. the piece.

Canequins ordinary of the ſame place, 40 Ducats is 10 *ß*. the piece.

Teadas 20 Ducats, is 5 *ß*. the piece. Dotins, 25 Ducats, Bancais 10, *&c.*

Cotonias for Friers, 24 Ducats; and ordinary at 20 Ducats.

Calico Cloth Doſinde, called Jourins fine, 70, and ordinary 45 Ducats.

Calico

Calico Cloth of *Canaor*, called Beatillas, fine 26 Ducats, and the ordinary 20 Ducats. Pacharins 25, and Berames 30 Ducats.

Calico Cloth of *Vengala*, of two places, called Caſſas fine, 100 Ducats, the ordinary Caſſas 70 Ducats, Soto pazes 25 Ducats, and Beatillas 100 Ducats.

Chaictares fine 40 Ducats, ordinaries 25, and Caſſas of 60 Ducats.

Calico Lawn made of Nettles, ¾, broad, and 18 yards long, is of divers ſorts from 60 Ducats to 120, and above. Calico Lawn.

All kind of Drugs, differing much in goodneſs, muſt be bought accordingly; as Mirabolanes, called Emblici, Belirici, Citrici, and Indi. Drugs.

Tamarinds, Calamus Aromaticus, Spicandari, Opium, Caſſia, Myrrh inanſe, Aloes Cicatrini, and Tutia, Rheubarb, and the like; Lignum Aloes, Saunders, Borax or Atincal, and many other Commodities.

All which ſpices and drugs are to be garbled, for the better and wholſom uſe of man, for as liquid things in nature become ſoure, ſo dry things become bitter in nature. Whereupon the Garblers Office was eſtabliſhed and granted firſt in *England* by King *Edward* the Second, unto ſome ſufficient Perſons, at the ſuit of the Pepperers, now called Grocers of *London*, which is in effect, to ſeparate the good from the bad, or pure things from the impure, putting them up every one accordingly under certain Seals. The Office of Garbleſhip, *Anno* 130.

Of the Weight, Goodneſs, and values of Pearles and Pretious Stones.

PEarles and Diamonds are bought and ſold by the Carrat Weight made for that purpoſe. For whereas Gold is ſold by the Carrat of 24 to an Ounce, accounting two Carrats for one Ounce of Silver, whereof 12 Ounces make the pound Weight Troy. This Carrat Weight for Pearls and Diamonds is far leſſer, for the 150 Carrats make but one Ounce; ſo that one Carrat of Gold Weight weigheth 6 ¼ part of a Carrat of diamond Weight, and the like for Pearls, whereof there is a meaſure for round Pearl made correſpondent thereunto, which is alſo divided into 4 grains, as the Troy Weight is, which grains are of leſs proportion, of 6 ¼ to one, and the diviſions of ſmall Weights are made in ½ ¼ ⅛ and 1/16 part, albeit the Troy grains are moſt comonly uſed, without this obſervation. Difference of Carats weight

Diamonds are bought in the *Eaſt-Indies*, by a weight called Mangear or Mangeling, weighing two Tare ⅔, which ⅓ of a Carrat, for 4 Tares weigh a Fanan, which is above 2 Carrats. India weight

Rubies are bought by the Fanan, and 11 ¼ Fanans make one Mitigal and 6 ½ of them make an Ounce. But of late years, Diamonds, Rubies, and Saphires are bought and ſold by the Carrat Weight.

Diamonds the moſt perfect, called Nayſe are found in the Kingdom of *Decan* and *Narſinga*, and the Iſland of *Ziclan*, which (as I ſay) are ſold by the Magelin, at ſo many Pardao's or Ducats of 360 Reis, or 9 Royals of *Portugal*; but accounting the Fanan at 6 pence, and ten Fanans for the ſaid Ducat, then the Pardao is five Shillings ſterling.

The Nayſe Diamonds are pointed on both ſides, and they do grow upon the flat Diamonds, which are in the ſuperficies of the Bourt of Diamonds, and are impure commonly beaten therefore into powder for the uſe of the other Diamonds that are cut and poliſhed by the Millne. The flat Diamonds are always valued one third part leſs in price than the Nayſe are, ſo long as they are uncut; but being cut, are of more or leſs eſtimation according to their faſhion. Some are fair Triangles others Floure de-Luces, Roſes, Hearts, Columes, Demy Croſſes, or other faſhions of Poly Angles, and proportions ſerving for the members or parts of the Bodies of things to be made into many Works and Jewels, as the Jewellers will apply the ſame, cut with many Faſſets or ſquares. But the thick ſtones are more certainly known by their Weight, having their Biſallyes compleat either in Tables or Points wanting no corners or due proportion, without ſpots or ſands, burbles, flawes, and veins, which ſometimes (although it be in little ſtones) maketh them run 3 or 4 days upon the milne. Properties of good Diamonds

ſpending

ſpending much time and labour to poliſh them. It it is almoſt forty years ſince I did entertain divers milnes and cutters of Diamonds, whereby experience made proof unto me of theſe things, which are very conſiderable. For the water of Diamonds is alſo chiefly ſeen in the cutting and poliſhing of Diamonds, ſome being a yellow water, other greeniſh, other browniſh: but the difference is almoſt all alike if they be of one rock, that is to ſay, they are like in the parcels as they ſell them. The beſt waters are whitiſh, inclining to the blew, which maketh the beſt illuſtration and play, as ſome call it, which ſometimes will be found to be admirable in a thin ſtone, or ſeables, as Portugals call them: but the faſſets muſt be induſtriouſly wrought, which in great ſtones of 10 or 12 Carrats maketh them to be Paragons, that is to ſay, in all perfection, and being *Piedas de mueſtra*, or ſtones of ſhew, will be ſold by eſtimation, as the love and fancy of a man will carry the ſame.

Paragon Diamonds.

In time paſt all Diamonds above 4 Carrats, rough or unrough, were the Kings, in the places were they were found; which is the cauſe that concerning the values of Diamonds of aboue 4 Carrats cut, no proportion in price is made certain between Jewellers, but is left to eſtimation according to the above ſaid properties.

Small Diamonds have ſome proportionable price, riſing and falling accordingly; which were ſet down at *Paris* in *France*, during the reign of the French King *Henry* the fourth, by the Jewellers there, as followeth.

Crowns of 6 ſs. every Carrat.

Rough Diamonds called Bruites.

Of 10 ſtones a Car.——5	Of 2 ¾ gr. the peice 14 ½ crowns the Car.
Of 9 to a Carrat——5 ½	Of 3 Graines 16 ½ the Carrat.
Of 8 ½ to a Car.——6	Of 3 ¼ Gr.——17
Of 7 ½ to a Car.——7	Of 3 ¾ Gr.——18 ½
Of 7 to a Car.——7 ½	Of 1 Car. the peice 19
Of 6 ½ to a Car.——8	Of 4 ¼ Gr.——19 ½
Of 6 to a Car.——8 ¼	Of 4 ½ Gr.——20
Of 5 ½ to a Car.——8 ½	Of 4 ¾ Gr.——21
Of 5 to a Car——8 ¾	Of 5 Gr.——22
Of 4 ½ to a Car.——9	Of 6 Gr.——24
Of 4 to a Car.——9 ¼	Of 7 Gr.——26
Of 3 ½ to a Car.——9 ¾	Of 8 Gr.——30
Of 3 to a Car.——10 ¼	Of 9 Gr.——34
Of 2 ½ to a Car.——11	Of 10 Gr.——40
Of 2 to a Car.——12	Of 11 Gr.——45
Of 2 ¼ gr. the piece 12 ½	Of 12 Gr.——50
Of 2 ½ gr. the piece 13	Of 16 or 24 Carrats, 60

By this Eſtimate it appeareth, that a Diamond of 4 Carrats brute or uncut, is ſet down 60 French crowns, which is 18 ℔ ſterling: for it is uncertain what may be diminiſhed of the Weight by the Workmanſhip of it, ſo that in the ſtones cut and poliſhed there is more certainty; whereof the price was likewiſe proportionably ſet down as followeth.

Diamonds cut and poliſhed.

Of ½ Grain 20 ſhillings ſter.

Of ¾ of a Grain——24	Of 3 ¼ Grains—— 16 0 0
Of one Gr.——40	Of 3 ½ Gr.——20 0 0
Of 1 ¼ Gr.——50	Of 3 ¾ Gr.——24 0 0
Of 1 ½ Gr.——60	Of 4 Gr. or one Carrat 30 0 0
Of 1 ¾ Gr.——80	Of one Carrat ¼ ——33 0 0
Of 2 Gr.——100	Of 1 ½ Carrats——36 0 0
Of 2 ¼ Gr.——120	Of 1 ¾ Carrat——40 0 0
Of 2 ½ Gr.——150	Of 2 Carrats——60 0 0
Of 2 ¾ Gr.——9 ℔ 0 0	Of 3 Carrats——100 0 0
Of 3 Gr.——12 0 0	Of 4 Carrats——200 0 0

All

All which prices may alter from time to time according to the uſe of pretious ſtones, upon accidental cauſes of the marriages, of Princes and great Perſonages, to be done proportionably. As if the Diamond of a Carrat ſhould riſe twenty in the hundreth, then all the other ſorts accordingly; and ſo alſo in the falling of the price by greater quantities.

Diamonds of yellow water (which give luſtre extraordinarily by candle-light) are more in requeſt in *Germany* and ſome places in *Italy*, where the brown Diamonds are alſo deſired. But in *England* and *France* they are worth $\frac{1}{3}$ part leſs, which is according to the above ſaid priſes that Diamonds are now worth with us alſo.) The Diamond of a full Carat being a perfect Table, and yellow, is worth 20 ℔ ſterling.

The pointed Diamonds, which (in regard of their natural proportion, having leſs waſt in the cutting) heretofore ſold better cheap then the Table Diamonds, are now dearer and more eſteemed.

About this time of the aboveſaid eſtimation, theſe Diamonds of the ſorts following, were bought rough or brute at *Lixborn*. Brute Diamonds at *Lixborne*.

		℔. s. d.
Of 10 peices to a Carrat	1000 reis	or 0 12 6 the Carrat.
Of 9 to a Carrat	1200 reis	0 15 0
Of 8 to a Carrat	1400 reis	0 17 6
Of 7 to a Corrat	1600 reis	1 0 0
Of 6 to a Carrat	1800 reis	1 2 6
Of 5 to a Carrat	2000 reis	1 5 0
Of 4 to a Carrat	2400 reis	1 10 0
Of 3 to a Carrat	3200 reis	2 0 0
Of 2 to a Carrat	4000 reis	2 10 0
Of 1 Carrat nayfe	6000 reis	3 15 0
Of 1 Carrat flat ſtones	5000 reis	3 2 6

The cutting of them was 10 and 12 ß for every Carrat in thoſe days.

There is a rule for cut Diamonds above Carrats: to multiply the weight of them within it ſelf, and then by the price of one Carrat to value the ſame, as in the margent appeareth by the ſaid rule, after 15 ℔ the Carrat. A Diamond of 10 Carrats is 10 times 10: which is 100, ſo at 25 pound a Carrat, is worth 2500 pounds.

Rubies are found for the moſt part in a river called *Pegu*, being of the beſt kind and fineſt, and are called *Nuncuplo*, of a high colour without any ſpots, and clean, alſo the hardeſt coldeſt upon the tongue as the *Indians* ſay. Rubies.

They are ſold by the Corcia or ſcore, of 20 pieces, by a Weight called Fanan. The Rubie of 1 Fanan for ten Pardaos or Ducats, in 50 ß ſter. If they be not perfect, the price muſt be conſidered, as in the Iſland of *Zeilan*, where great quantities are found of a fleſhy colour, eſteemed but $\frac{1}{3}$ in value, called by the *Indians Manecas*, which being mundified by the fire are made Carbuncles. Carbuncles.

There is alſo found in *Pegu*, another kind called *Spinella* with us, and by them *Caropus*, eſteemed at half the value of Rubies. And in the like eſtimation were another kind found in *Balaſſia*, and ſo called, much like unto the colour of a roſe. *Spinella.* *Balaſſia.*

Saphires in the Iſland of *Zeilan*, the hardeſt are beſt, and of azure colour. *Saphires.*

Topaſies in the ſame Iſland, of colour like beaten Gold, the hardeſt are beſt, and were ſold for their Weight in Gold in times paſt. *Topaſies.*

Turqueſes fouud in *Malabar*, being of Turquers colour by the day time, and by night by the light green: they grow upon a black ſtone, whereof thoſe retaining ſome little black veins, are the better. *Turqueſes.*

Jacinths (in the Iſland *Zeilan*) are tender yellow ſtones, and have commonly pimples or burbles in them. *Jacinths*

Emeralds or Smaragds being hard and greene ſtones, (found in the Country of *Babylon*, and other places of *India*) were of great eſtimation before the quantity diſcovered in the *Weſt-Indies*, many of them were counterfeit: But by looking on them Emeralds.

curiouſly towards the light, the counterfeitneſs appeareth by certain burbles, like as the glaſs doth; which is not in the true ſtones, although certain beams appear, which true ſtones being rubbed on the touchſtone, leave the colour of Gold, and the counterfeit, the colour of copper, for they are made of an extraction of copper.

Original of pretious ſtones.

The ancient Philoſophers have determined that Sulphur and Mercury (being the Originals of all metals) are engendred of vapours and exhalations, and the like Origen they aſcribe unto all pretious ſtones: which cauſed Artiſts to take the ſame into their conſiderations both for the ſaid ſtones, as alſo for Gold and Silver, whereof I do intreat more in the Chapter of Mines Royal &c.

All theſe ſtones being out of requeſt with us, are to be bought for *Ruſſia* and other places, as the buyer findeth cauſe.

Eaſt-India Pearles.

Pearls of all ſorts are moſt found in the *Weſt-Indies*, which are Occidental, and yet bear the name of Oriental Pearls which come from the *Eaſt-Indies*, and although they have more luſtre, they are of browniſh colour, and ſomewhat enclining to the yellow, and therefore of leſs eſtimation and price, which at the beginning of our *Eaſt-India* trade as followeth.

	℔.	s.	d.	
Of one Carrat——1 ½ Pardaos is——	0	7	6	Sterling.
Of 1 ½ Carrat ——3 Par.——	0	15	0	
Of 2 Carrats ——6 Par.——	1	10	0	
Of 2 ½ Carrats——8——	2	0	0	
Of 3 Carrats——12——	3	0	0	
Of 3 ½ Carrats——16——	4	0	0	
Of 4 Carrats——20——	5	0	0	
Of 4 ½ Carrats——25——	6	5	0	
Of 5 Carrats ——30——	7	10	0	
Of 5 ½ Carrats——35——	8	15	0	
Of 6 Carrats——40——	10	0	0	
Of 6 ½ Carrats——45——	11	5	0	
Of 7 Carrats——50——	12	10	0	
Of 7 ½ Carrats——60——	15	0	0	
Of 8 Carrats——70 & 80——	20	0	0	

Aliofar, which is ſmall Pearl ſold by the Ivera, or Sorts which cometh from the fiſhing of Comorin, worth

The 1 Ivera——330	reis
The ſecond——180	
The third——80	
The fourth——18	
The fifth——8	

Weſt-India Anno 1587.

And above this Weight there is no proportion obſerved, but it is meer eſtimation, as is noted in Diamonds, eſpecially in the *Weſt-India* Pearls, being of a clearer white water, inclining towards blew, whereof I bought a great quantity of Sir *Francis Drake* Knight, which he brought from *Carthagena*, a City of the Iſland of *Santo Domingo*, being all unholed and Bruite, of ſeveral ſorts, called *Roſtillo* of 40 ß, the Ounce, half *Roſtilla* of 30 ß, *Cadenilla* of 4 ℔ the Ounce, half *Cadenilla* 3 ℔, *Pearaia* of 60 and 80 peices in the Ounce 7 ℔, and half *Pedraria* of 100 to 110 peices to the Ounce 5 ℔. Alſo great unproportioned Pearls called *Barocos*, according to eſtimation and goodneſs, as theſe prices were made at *Paris*, and when they are holed or boared and ſtringed up in our ſorts, called *Entreneto*, and put into boxes, then they are ſold one with another according to their ſorts, for 4 or 5 ℔ the Ounce: divers flat Pearls ſerving for buttons, put upon papers are ſold by the piece according to their bigneſs and fairneſs. Seeed Pearl to ſtamp for Apothecaries at 8 and 10 ß the Ounce.

Round Pearl

Round Pearls of all ſorts of this water, valued at *Paris* as followeth:

	ſtar.			ſtar.
Of ½ a grain 2 Solz tornis——2 d ⅖		Of 2 Grains 16——19 d ⅕		
Of ¾ Grains 2 ½——2 d ⅗		Of 2 ¼ Grains 18——21 d ⅗		
Of 1 Grain 4——2 d ⅘		Of 2 ¾ Grains 30——3 ß		
Of 1 ¼ Grain 6——7 d ⅕		Of 3 Grains 40——4 ß		
Of 1 ½ Grain 10——12 d		Of 3 ¼ Grains——50 Solz——		5
Of 1 ¾ Grain 13 is——1 5 d ½		Of 3 ½ Grains——60——		6

Of

		ß.			ß.
Of 3 ¼ Grains	70	7	Of 5 Grains	120	12
Of 4 Grains Carrat	80	8	Of 6 Grains	240	24
Of 4 ¼ Grains	90	9	Of 7 Grains	460	46
Of 4 ½ Grains	100	10	Of 8 Grains is 2 Carrats		60

Pearls of a Carrat are worth now ten ſhillings, and the other ſorts under the ſame, or above it, accordingly. I had 1600 of a Carrat, which were ſold for 9 ß and 900 of two Carrats, ſold for 36 ſhillings, and many fair Pendants, whereof no price can be made in certainty, they muſt have the due proportion of a pear, and be of excellent water.

Yellow Pearl, is not worth half the price of the *Eaſt-India* brown Pearl, albeit they be a little helped to make them whiter, for the Proverb is true, *Qud natura dedit, nemo tollere poteſt*; but if they be Yellow accidentally, then they will become very fair by the remedy following.

Take two ounces of white Argall or Tartar, and one ounce of Mercury ſublimate, and 1 ½ ounce of Allome, put them together into a clean pipkin or leaded pot, poure upon it the beſt *Aquavitæ* you can get, and bind your Pearls into a clean clout, and hang them in the pot, and ſo let them ſtand over the fire one houre, not touching any part of the pot, and they will be fair and white.

If they be great round Pearls they may be ſcaled, for naturally the Pearl is like unto an Onyon, ſcalling one upon another. I remember that a Friend of my acquaintance, called *Mounſieur Hellman* told me many years ſince, that during the minority of *Philip* the third, late King of *Spain*, he ſhewed unto him two excellent great round Pearls, which he valued at ten thouſand Ducats, or three thouſand pounds: Which the young Prince took in his hands, ſaying, *Bocado por un Roy* (A morſel for a King) and ſwallowed them down one after another. The Merchant made account to receive Money for his Pearls, but he could not, and was glad within two days after to take his Pearls againe, which by the heate of the ſtomack were become Yellow; comeing to *Antwerp*, a certain *Jew* undertook to take off the upper ſcale, and ſo they were exceeding fair again, but diminiſhed: They were afterwards ſold to the great Turk for above two thouſand pounds ſterling.

Thus much for Oriental and Occidental Pearls, where note that the weight for Pearls in *Sevill*, is leſſer than the weight of *Lisborn* by eight in the hundreth: The climate in the Eaſt is hotter than the Weſt, and their water more ſaltiſh, which cauſeth the diverſity of Colours.

In *Scotland* are many times found pretty ſtore of Pearls, and the climate being colder, maketh the Colour of them to be dimm, albeit I have ſeen ſome very fair, and Pendants alſo. The ſmall Pearl is alſo very wholſom in medicinable Potions.

Of the Commodities of Great Brittain.

THe Commodities of Great *Brittain*, containing the Kingdoms of *England* and *Scotland* and the dominion of *Wales*, are rich, and Staple wares, and very abundant, with a continuall increaſe namely: *England.*

Woollen Cloths of all ſorts, broad and narrow, long and ſhort, called and known by the names of ſeveral Shires, being 250000 Clothes made yearly, beſides the new Drapiers of Perpetuanaes, and the like Commodities.

Tinn, wrought and unwrought, above twelve hundred thouſand pounds yearly.

Lead tranſported and uſed, above eight thouſand Fodders every year.

Allomes made in abundance, above ſeven hundreth Tunns yearly.

Copperas made according to the quantity uſed, ſome 250 Tunns yearly.

Iron of all ſorts, ſetting 800 Furnaces on work.

Iron Ordnance, or caſt peices according to occaſion made.

Woolls and Woolfels, and Calf skinns in great quantity, and Cony skinns.

Stockins of all ſorts of Silk, Wooll, and *Tarnſey*, Yearn and Wooll.
Buffins, Mocadoes, Grograines, Sattins, Calamancoes, Velvets, Worſteds, Sarges, Fuſtians, Durance, Tukes, and all other *Norwich* Wares and Stuffes.
Saffron the beſt that can be found in any Country.
Glaſs and Glaſſes of all ſorts, *Venice* Gold, Sea-Cole and Salt.

Scotland. *Scots*-Cole, Wheat, Barley, and all kind of Grains in both Kingdoms.
Linnen Cloth, and all Ironmongers wares, Hides, Tallow, Leather, dreſt and undreſt, Trayn Oyl, Salmonds, Pilchards, Herrings, Hake, Conger, Red-Herring, Hops, Woad, Butter, Cheeſe, Beer, Salt-peter and Gunpowder, Hony and Wax, Alablaſter, and many other Stones.

The Commodities of the Kingdom of Ireland, *are*

Ireland. WOolles, Felles, Yarn, Furres, Flax, Linnen Cloth, Hides, Tallow, Hemp, Honny, Wax, Herring, Cods, Hake-fiſh, Salmonds, Eeles, Ruggs, Mantels, *Iriſh* Cloth, Pipeſtaves, Iron, and Lead, Wheat, and all kind of Grain, Salt-Beef, Butter and Cheeſe, and many Manufactures.

The Commodities of the Kingdom of France, *are*

France. WInes, Prunes, Canvas, Linnen Cloth, Salt, Velvets, Raw Silk, and divers Stuffes of Silk, Buckrames, Boxes with Combs, Paper, playing Cards, Glaſs, Grain to dye, Roſen, Wheat, and all kind of Grain Corn.

The Commodities of Spain *and* Portugal, *are*

Spain and *Portugal.* WOols, *Madera*, Sugar, Almonds, Wines, Oyls, Anny-ſeeds, Anchoues, Bayberries, Bariglia, Figgs, Raiſons, Train Oyl, Iron, Oranges, Leamons, Sumacke, Saffron, Soape, Coriander, Cork, Licoras, Woad, and the Commodities of the *Weſt-Indies*, Sugar of *Brazill*, *Fernandebuck* Wood, Tobacco, aud other Commodities.

The Commodities of Italy, *and certain Iſlands.*

Italy. VEnice Gold, Velvets, Sattins, Cypres, Silks, Cloth of Gold and Silver, Cottones, Fuſtians, Wines, Currans, Cloves, Raſhes, Rice, Sarcenets, Raw Silk, Alomes and Vitrioll, Glaſſes and other Manufactures.

The Commodities of Germany *and places adjoyning.*

Germany. WOolls, Argall, Steel, Latin, Copper, Iron, and all kinde of Manufacture made of them: Copperas, Allomes, Lead, Fuſtians, Paper, Linnen Cloth, Quickſilver, Bell-mettal, Tinn, Reniſh Wines, and Mather.

The Commodities of Eaſt-Land, *and thereabouts.*

Eaſt-Land. AShes, Bowſtaves, Cables, Canvas, Buff-hides, Flax, Hemp, Hony, Wax, Stockfiſh, Spruce Iron, Match, Wheat, Rye, Meale, Woolles, Waynſcort, Pitch and Tarr, and Linnen Cloth, Cordage and Ropes.

The Commodities of Denmark, *and* Norway, *and* Sweden.

Denmark, *Norway* and *Sweden.* WHeat, Rye, Woolles, Deales, Clap-boord, Pipe-ſtaves, Maſts, Waynſcot, Copper, Timber, Fiſh and Furres, Allomes in ſome places.

The

The Commodities of Ruſſia.

TAllow, Hides, Caveare, abundance of rich Furres, Black Fox, Martins, Sables, and the like: Honey, Wax, Cables, Ropes, and Cordage. *Ruſſia.*

The Commodities of Barbary.

GOat skinns, Aimonds, Dates, Aneale, Gumme, Feathers, Salt-peter, Gold plentifully: And from *Guynea*, Hides, Oliphant-teeth and Grain. *Barbary.*

The Commodities of the Low-Countrys.

TApeſtry, Battery work, Steel, Cambricks, Lawnes, Hoppes, Mather, Butter, Cheeſe, Grogromes, Bozatoes, Chamblets, Mocadoes, Bruſhes, Tape, Linnen Cloth, Pots, Bottles, Wheat, Rye, Salt, Chimney backs, Blades, Horſes, Soap, Fiſh, Herrings, Cods, Ling, and many things, as Diaper, Smalt, Hoops of Iron. *Low-Countrys.*

The Commodities of the Weſt-Indies.

FRom the *Low-Country* beginning the *Weſt-India* Trade, let us ſet down the Commodities of it ſeeing that the States of the united Provinces have made lately a Society of Merchants, bearing date the ninth of June 1621, wherein other Nations may be adventurous, as by their letters patents appeareth; prohibiting all other their Subjects or inhabitants, that they ſhall not trade from the ſaid Countrys, nor out or from any other Kingdom and Country whatſoever, unto the Coaſts and Countrys of *Africa*, from *Tropicus Cancri*, along to the Cape of *Bona Sperenza*, neither in the Countrys of *America*, from the South end of *Magellanes le Mary*, and other ſtraits, to the ſtraits of *Anian* on every ſide, *Nova Guinea* included, upon forfeiture of the Ships and goods and all their poſſeſſions, within their juriſdiction and command, and arreſts of their perſons, unleſs they be of the ſaid Company made and eſtabliſhed for the *Weſt-India* Trade. Letters Patener for the *Weſt-India* Trade by the States, &c.

Gold and Silver, Cucheneale, Sugars, rich Indico, Donnigo, Ginger, Pearls, Emeraulds, Hides, Campeche or Logwood, Salſaparilla, Tobacco, Canafiſtula, Cocoswood, *Lignum vitæ*, Cottonwooll, Salt, and ſome other druggs for Phyſick or dying of Stuffes. And this may ſuffice for a declaration of the principal Commodities of moſt Countrys.

CHAP. VIII.

Of Commutation or Bartring of Commodities.

WE have compared Commodities unto the Body of Traffick, which did uphold the World by Commutation and Bartring of Commodities before Money was deviſed to be Coyned, whereof we are now to intreate. For the Commutation, barter, or truck of Commodities was firſt effected *in ſpecie*, by delivering one Commodity for another according to the commodious and behooful uſe of man; ſo that one did deliver ſo many Meaſures of Corn for ſo many Meaſures of Salt, as was agreed upon; another ſo many pound of Wooll againſt ſo many pound of Pepper,

Pepper, Sugar, or other Commodities; another ſo many pieces of ſuch a Commodity for ſuch a Commodity; and ſo many Hides for one barr of Iron, or ſo many pieces of Silver uncoyned, but weighed and Exchanged, as yet is uſed in ſome places of *America*, *Barbary* and *Guynea*, and other Countrys. This may be properly called an Exchange of Commodities, or rather a permutation of Commodities; albeit the Civilians, when there is ſcarcity of Gold and Silver in a Country, and when the Commodities in value ſurmount the Money payed for them, they do call that a Premutation, and deny the ſame to be an emption by their diſtinctions; howſoever, this manner of commutation or barter was made by number, weight and meaſure of Commodities in kinde: But Moneys being invented and valued by the publick Authority of Princes according to their ſeverall ſtamps or coyn, and by common conſent made *Publica Menſura*, or the publick meaſure to ſet a price upon every thing. This commutation, barter, or Exchange of Commodities for Commodities, was, and is (ſince that time) made according to the rule of Money, whereby every man ſetting a price unto his Commodity, doth ſell and barter the ſame as he can, with a reſpect of the neceſſary uſe or requeſt had of the Commodity, and of the quality and goodneſs of the ſame being either corruptible Commodities, or ſtaple wares more durable, whereby all mettals and minerals came into greater eſtimation, and the pureſt was moſt valued and eſteemed, even in the very Traffick by commutation when Moneys were not coyned, and Commodities were diſperſed by Commerce between Nations by an interchangable courſe, ſupplying each others occaſions and neceſſities, according to the uſe of Commodities.

Commutatio negotiativa. This commutation is called *Negotiativa*, becauſe things are commuted for to ſell again by way of negotiation, which is either by ſelling or delivering Commodities for Commodities *in ſpecie*, as aforeſaid; or by the rule of Money in buying and ſelling the ſame at a price agreed or concluded upon between the parties contracting for the ſame: In the eſtimation whereof we are to have a due conſideration, That Riches being Natural and Artificial, and both valued by Money, there is required a certain equality in the ſaid eſtimation, proceeding of the conſideration between this Natural and Artificial Riches.

And as there is three Temporal things for the behoof of man, namely Food, Houſes, and Apparel: So muſt we account all things ſerving thereunto accordingly, and the ſcarcity or plenty of thoſe things alſo according to the uſe of them; Having always a regard and care not to pay too much for the things ſerving for the belly, (eſpecially ſuch as in ſome ſort may be ſpared or forborn) and not to ſell too good cheap the things ſerving for the back, or in effect to barter them for ſuperfluous things, always admitting civility (which albeit that men account that civil, which is according to the manner of every Country, as the Proverb is, Countreys Faſhion Countreys Honour:) Yet reaſon muſt rule herein, with a due conſideration of Gods good Creatures and gifts, which cannot be done without an undefatigable induſtry, both in diſcerning the variety of them, and in obſerving their infinite number and pure creation; in which regard pretious things have their eſtimation, ſo that the ſame civility muſt be reduced to the good of the Common-wealth, and for the upholding of the ſame, living together in Chriſtian Society, giving ſo far place unto reaſon, that every man may endeavour himſelf for the preſervation of the weal-publick, and conceive generally, that other Nations (not endued with ſo much reaſon) are always inferiour unto us in that regard, even conſidering all men alike in that eſtate of politick government. Who ſeeth not then that without any cauſe of admiration, ſome men do wonder at the ſimplicity of *Braſilians*, *Weſt-India*, and other Nations, as they of *Barbary*, or *Africa*, in giving the good Commodities of their Countreys, yea Gold, Silver, and pretious things, for Beads, Bells, Knives, Looking-Glaſſes, and ſuch toyes and trifles? when we our ſelves commit the ſame, in giving our ſtaple wares for Tobacco, Oranges, and other corruptible ſmoaking things, or ſuperfluous Commodities bought at dear rates, to the loſs of the Common-wealth; whereby commeth an over-ballancing of forein Commodities with our home Commodities, which draweth away our treaſure

treaſure and ready Moneys to the incredible loſs and impoveriſhing of the Realm.

This Commutation *negotiativa* ought to be the ſtudy of Polititians or States-men as a principal matter of State for the Preſervation and Augmentation of the wealth of their Common-weal or Monarchies,where they ſit to direct the Ship of Traffick, as skilful Pilots obſerving all Accidents which happen to the three Eſſential parts of trade and commerce already declared, and to be amplified in our deſcription of this cuſtomary Law of Merchants.

This Study conſiſteth in two points, namely in the conſideration of the value of the things commuted or bartered between Country and Country, according to their uſe; and in the charges of manufacture of thoſe things, and the manufacture of other things Exchanged for the ſame by way of Traffick and Commerce.

Thedue commendation of the Mayor of *Carmarthen*.

Worthy of commendation was the Mayor of *Carmarthen* Town in *Wales*, who (perceiving the *Spaniards* to import Oranges and Lemons,and to ſell them continually for ready Money,and to export the ſame without buying any of their Country commodities, being Stable wares, and theirs very corruptible and many times half rotten) cauſed a Proclamation to be made, That no man (for the ſpace of three days) ſhould buy any Oranges and Lemons: and within that time they were all ſpoiled, and ſo the Spaniard went home by Weeping Croſs,and afterwards ſold his Oranges better cheap, and bought Commodities for his return.

Touching the price of manufactures,the labour and charges of work-men is to be conſidered on either ſide, and what the Commodity may be in the wearing or uſe thereof, and to what purpoſe or profit the remainder may be employed. As for example, If ſilk Lace be imported, after the wearing it is nothing worth: If Venice Gold and Silver be imported, there will remain about the one half in Silver, albeit the ſame be ſold dear unto us; which is very tolerable,if other of our manufactures, or Cloth, be exported for the ſame, whereby the people are ſet on worke to maintain a common Society. But when Tobacco is imported, and leaving nothing but ſmoke, which is not only bought at dear rates, and doth hinder importation of Bullion or Ryals of Plate; but is alſo the cauſe that our home Commodities, as Cloth, Bayes, Perpetuanoes,and Sayes, are ſold to loſs by the buyers of Tobacco; which cauſeth the price of our Commodities to be abated, and the Realm to loſe above forty thouſand pounds yearly by this negotiation of Barter: States-men therefore might in this particular, take ſome courſe that every man ſhould not make employment in Tobacco in *Spain*, or beyond the Seas, but that the licenſed buyers thereof ſhould make over ſo much Money by Exchange as were needful for a comtent quantity to be proved by good and true certificate that the ſame hath been performed accordingly

Hinderances by Tobacco &c.

On the other ſide, if Venice Gold and Silver thread, Spangles, and Oes, ſhall be thought convenient to be made in *England*; then to procure the Silver in plates cut or uncut to be brought over of the ſterling Standard, or ſo much in Bullion as may make the quantity required) may be thought expedient, in (regard of civil reputation of the Kingdom, we will not prohibit the importation of it by courſe of Traffick.

But conſidering that after wearing the ſame with reputation, it leaveth almoſt the one half of his value.There is no pregnant cauſe to finde ſo much fault with it, as ſome men do. The like conſideration is to be had for ſuch Manufactures, whereof the very pieces or rags may be uſed to ſome purpoſe, as of Linnen to make white paper, of fiſhers nets to make brown paper, of skins to make glew, of beer leeze to make *Aqua vitæ* and the like.

And here we may not omit how Almighty God by his Divine Providence ruleth many times this negotiating commutation, when the harveſt of Corn faileth in one Country,and is proſperous in another country,whereby this trade of barter by the rule of Money doth very much augment, and the price of Corn becometh to be much dearer: Albeit the price be reaſonable, conſidering the Farmer may by the cheapneſs thereof be made unable to pay his rent. And God, who doth every thing for the beſt, ſhews unto us how one Nation may have need and occaſion to uſe the help and means

of

of other Nations, and which is more admirable to be noted, God in the permitting of it, may have ſome other work in hand to manifeſt his Glory, or to relieve his children by unexpected means; As the ſending of the children of *Jacob* into *Egypt* for the want of Corn to maintain themſelves, doth demonſtrate unto us. The like may be apply'd for Wines, Salt and other Commodities for the ſuſtenance of man, which (although they be corruptible Commodities) may, contrary to our former aſſertion, (by this Accidental or Caſual extremity) be preferred in eſtimation of the Staple Commodities, which are durable and become valued only by Gold and Silver, which is the cauſe that *Spain* and *Portugal* being ſubject to have dearth of Corn, do permit the exportation of Silver and Gold in return of the provenue of it and other victuals, whereby we find that thoſe Countries, by reaſon of the *Weſt-Indian* treaſure, being from time to time provided with Silver and Gold Coine, are nevertheleſs moſt deſtitute of the ſame, bartring as it were in effect, their Silver and Gold, for Corn and other proviſions; and having their Cuntrys ſtored with meer Copper Moneys. This treaſure paſſeth from them as if it were conveyed by a channel: and (becauſe of the abundance of their ſaid Copper Moneys) is not ſo ſenſible unto them, as it is unto other Countrys which have not the uſe of the like Copper Moneys, which is diverſe ways to be conſidered, ſpecially in the time of Wars, when Moneys are called to be the ſinews thereof, or *Nervi Bellorum*, which by meer Copper Moneys can never be underſtood, however neceſſary (in ſome meaſure) for the commutation of petty bargaines and contracts, whereof more hereafter in handling the matter of Moneys.

Gold and Silver bartered for Corn and Victuals.

To make application of this negotiating commutation in the price of Commodities, it is to be proved by diverſe ancient Merchants books, that within the age of a man, or ſeventy years, the price of foreign Commodities with us is far more riſen than the price of our home Commodities; which by way of Antitheſis is worthy of the obſervation.

Redding colour, and other mingled colour Clothes, did coſt 2 ℔ the Cloth then, when black Velvets were ſold at 10 ſhilling the yard; and now the ſaid ſort of Clothes are ſold but for 11 ℔ and 12 ℔ the Cloth, and Velvets at 26 ſhillings the yard.

Pack Clothes white, at fifty pound the pack of ten peices, Cramoſin Velvets at 12 ſhillings the yard. And now pack Clothes of the ſame marke, at ninety pound, and a hundreth pound, Cramoſin Velvets at thirty ſhillings the yard.

Wool the Todd of 28 ℔ Weight, at 12 ſhillings, Black Satin at 5 ſhillings the yard; Wool now above 20 ſhillings, or thereabouts, and Satin 15 ſhillings.

Calf skins the dozen 5 *ß*, Fuſtians the Bale of 40 ½ pieces, at 12 ℔ the Bale; Calf skins now at 10 *ß*, and Fuſtians 36 pounds, and *Millaine* Fuſtians at 18 and 20 ſhillings the piece, now at 3 ℔ and above.

Forrain wares riſen, 3 to 1.

Sayes of *Norwich*, at 20 *ß* the piece and upwards: *Meſſina* ſilk 8 *ß* the pound; Sayes are about 40 *ß*, and *Meſſina* and the like ſilk above twenty ſix ſhillings. Northern Carſeys then 18 *ß*, *Spaniſh* Soape 20 *ß*, now 50 *ß*, and Carſeys 22 *ß*, *Sevil* Oyl, the Tunn 12 ℔, now 35 ℔, and many times above 40 ℔.

French Wine at 5 ℔ the Tunn, now 20 ℔ or thereabouts: Long Proines 5 *ß*, now 15 and 16 *ß*; Sugar of 6 pence the pound, 41 now and 16 pence.

Malmeſeys 5 ℔ the Butt, now 18 ℔ and 20 ℔; Cotton Wool 4 pence, now 15 d, and divers other Commodities accordingly. So that an Angell would have bought one yard of Velvets, now three Angells or peices of Gold can be exported for the ſame. Ten Angells would have bought a Tunn of Clarret Wine in *England*, which is now ſold for above 20 ℔, and 24 ℔.

Beſides that, our Cloth is better made than in thoſe days, albeit not ſo good as it might be made; victuall and wages are dearer, and Woad, Mather, Oyl, and Colours are extreamly riſen.

A Merchant might have ſent or carried with him one pack of Clothes, white, broad, or narrow liſts, and brought in return one Cheſt containing nine or ten peices of Velvets: whereas now he cannot bring above three or four peices in return thereof. For a Redding Cloth ſold beyond the Seas, he might have returned one

Bale

Bale of Fuſtians; whereas now for the value of one Bale of Fuſtians ſold in *England*, a Merchant muſt buy and export three Clothes.

A *London* mingled Colour Cloth would have bought at *Lisborn* two Cheſts of Sugar; now one Cheſt of Sugar will draw two Clothes out of the Realm. So a *Kentiſh* Cloth would have bought at *Sevil* a tun of Oyl and more; now one tun of Oyl doth countervaile three Clothes and more, and other Commodities accordingly, giveing as it were three to one *in ſpecie*, for forrein Commodities.

Commutation is compared to Moneys in kind.

Compare this commutation to the Moneys inhaunced in the *Low-Countries*, *Germany*, *France*, and other Countreys (which is the ſame Money ſtill *in ſpecie*, for Weight and fineneſs, and only the valuation is altered) and you ſhall find, that within the ſaid time of 70 years, an Angel worth ten s. then, is now above 20 s. a *French* Crown ſix ſhillings, now twelve ſhillings ſix pence, and all other coyns accordingly, or thereabouts: Whereas in *England* there is no momentary alteration of the Moneys, as hereafter ſhall be made more apparent. And the like conſideration will alſo be had concerning the Exchanges of Moneys by Bills of Exchanges.

Some men are of opinion, that Selling our home Commodities good cheap maketh a lively trade, augmenteth commerce, and maintaineth all dependants thereupon, by ſetting the People on work, imploying Ships, and augmenting the Kings Cuſtoms and Impoſitions: But they never conſider two principal points, whereby the wealth of Kingdoms and Common-weals increaſeth or decreaſeth: Namely,

Inconveniences to ſell Commodities good cheap.

If Commodities imported unto us be dearer than in times paſt, as we have noted, and our home Commodities are not ſold proportionably in price, but we will indeavour ſtill to Sell good cheap; who ſeeth not that this bringeth an evident overballancing of Commodities in price, which is to be ballanced by the treaſure and Moneys of the Realm.

Again, if our home Commodities are Sold too good cheap, other Nations can make a trade thereby for other Countryes, and overthrow the trades of ſeveral Societies of the Realm. We have ſeen in times paſt, that the Weſtern Colour Karſies were ſould at *Norenborough* in *Germany*, to the great loſs and hindrance of the then *Turky* trade. And at this preſent our *Suffolk* Clothes are ſold ſo good cheap beyond the Seas, at *Amſterdam* and other places, that they have made a large trade for *Ruſſia* and *Eaſtland*, with our own Commodities, and thereby overthrown our trade, by preoccupying the markets, and ingroſſing the Commodities of thoſe Countryes aforehand. From *Zealand* there is a trade eſtabliſhed for *Barbary*, with the ſaid Cloathes ſould unto them, thereby preventing the trade of Engliſh Merchants, which yeeldeth them but little profit, and the Commodities which they bring in return (as Hides, Almonds and other things) are better vented beyond the Seas, where our Merchants are forced to tranſport them, and the Gold which they bring affordeth but little profit: So that to make commerce to be a paſtime, is neither beneficial to the Common-wealth, nor to particular perſons. The times or ſeaſons of Traffick and Trade are mutable and ſubject to accidents; which is the cauſe that at ſome one time Commodities are well vented, and at another time not: The raſh ſale is not the profitableſt. Have not we found of late years, that Cloth was ſold in great quantity, and at greater prices, when the Todd of Wooll was ſold at 32 and 33 s. and Clothes accordingly, than now when Wooll is ſold for 18 and 20 s. the revolution of things may alter again, and revive trade; if not procure you to have forrein Commodities better cheap, whereof you have not ſo much need as they have of ours. Strive not to underſel others, to the hurt of the Common-wealth, under colour to increaſe trade: For trade doth not increaſe when Commodities are good cheap, becauſe the cheapneſs proceeds of the ſmall requeſt, and ſcarcity of Money, which maketh things cheap. So that the contrary augmenteth trade, when there is plenty of Money, and Commodities become dearer being in requeſt.

The times and ſeaſons of trade are variable.

Cauſes increaſing trade and commerce.

Particular barters.

Concerning the particular barter or truck with Merchants, every man doth know who dealeth therein, that this is done with ſuch dexterity, to make advantage in the price of their Commodities one againſt the other, that commonly either one or the other findeth himſelf agrieved: For over-reaching therein is accounted an uſuall

and ordinary practice,and the Commodities thus bartered are plentiful,and not in requeſt; whereby it cometh to paſs, that to have good Commodities(which are vendible at all times) there is part given in ready Money,or in Bills payable at ſhort days of payment; whereby many Merchants are over-reach'd,and can have no remedy by Law nor equity. Hence the proverb is derived, *Caveat Emptor*; for it is a buying and ſelling, implying an advantage intended by both parties,howſoever they will ſeem to colour the matter. So that the proverb is not to be underſtood upon all bargaines Commodities whereby a man becometh a loſer: and he that dealeth in barter muſt be very circumſpect,and the Money given in barter cannot be overſet. Whereupon a principal Merchant of *London* made once a barter in hope to overreach another Merchant,and they both reſolving to do their beſt indeavour therein,agreed to eſteem and value their Commodities at a high rate: but withal, the great Merchant would have the one moiety of the ſum they ſhould barter for,in ready Money,and ſo the more he did overvalue his Commodity(which was Cloth)the more Money was the other to lay out. The bargain came to one thouſand pounds ſterling;whereupon the party payed five hundred pounds in ready Money Inſtantly (for all was done in two hours) and delivered him alſo forty half pieces of Lawns, at a certain price the firſt piece, and in every two or three pieces raiſing the price,as the manner is in that kind of Commodity. The great Merchant had overſet his Commodity or Clothes fifty upon the hundred,and the other Merchant (that could not overſet his Money) had valued his Lawns at a very high rate,of three for one at the leaſt. For all the ſaid 40 half pieces of Lawns were ſold for 120 ℔,payable at two years day of payment,and by the Cloth there was not loſt above 100 ℔. Hereupon long after, the parties fell at variance,the cauſe was compromitted unto very ſufficient Arbitrators, Merchants; and they did approve and confirm the ſaid Commutation and Barter to be good,for the Commodity was merchantable, and they had endeavoured to try their wits to over-reach each other. And moreover,they awarded the great Merchant to pay charges,and willed him to remember the old proverb, *He that buyeth Lawn before he can ſold it, will repent before he hath ſold it.* But theſe particular Commutation between man and man are not hurtful to the Common-wealth, unleſs they be between us and forrein Nations in the plurality of the things commuted between us and them.

A cunnnig commutation.

A Rule for commutation.

To preſcribe therefore ſome kind of rule in Permutations, let us obſerve, that there is (in effect) three kinds of them, and may be diſtinguiſhed and ſaid to be, Diſcreet, Temperate, and Deſperate.

Diſcreet commutation.

The Diſcreet is, where (without any compulſion, or of courſe, one kind of Commodity is either in *Specie*, or according to the rule of Money,bartered or delivered for another Commodity of another Kingdom; as the bargain was to deliver Sea-Coles of *New-Caſtle* into *France* for Salt, paying the fraight on either ſide equally between them.

Temperate. commutation.

The Temperate Commutation is, where a Merchant doth expect a convenient time for the ſelling of his Commodity, according to the Accidents and Occaſions offered, and doth not overthrow the Market of others who have the like Commodity to ſell, by his raſh ſale.

Deſperate commutation.

The Deſperate Commutation is meer oppoſite unto it, where a man either for want of Diſcretion, or upon urgent neceſſity to ſupply his credit or occaſions, ſelleth or bartereth away his Commodities for forrein Commodities to return homewards. In all which,great Diſcretion is to be uſed,and this ought to be a principal ſtudy for Societies and Companies to look unto. Albeit the ſame is not of ſuch importance as the buying of forrein Commodities at dear rates, when Merchants ſtrive to ingroſs them upon the arrivall of Ships, as for Corrans it hath happned at *Zant* and *Venice*.

CHAP.

CHAP. VI.

Of ordinary Buyings and Sellings of Commodities.

EVERY man knoweth, that in the Buying and Selling of Commodities there is an eſtimation and price demanded and agreed upon between both parties, according to a certain equality in the value of things, permuted by a true reaſon grounded upon the commodious uſe of things. So that equality is nothing elſe but a mutual voluntary eſtimation of things made in good order and truth, wherein Inequality is not admitted or known. And the Seller is to Sell his Wares according to the common eſtimation and courſe, at ſuch time as he ſhall think convenient, unleſs it be for victuals or munition, wherein neceſſity compelleth him to ſell for the general good, by the interpoſition of the Magiſtrates, by whoſe Authority he can obſerve no time, but muſt ſell, taking a reaſonable gain for the ſame: For the eſtimation is alſo the greater upon ſuch occaſions and accidents, when the ſelling of a thing is not according to the goodneſs of the nature of the thing, but rather according to the uſefulneſs of it to mankind: And therein the condition of the thing is to be conſidered, which may decay and be ſubject to corruption in quantity, quality, and ſubſtance, or which is not ſubject thereunto.

Definition of equality.

True it is, that there can be no rule preſcribed or taught, how to Buy and Sell, which is lawful and unlawful, or juſt and unjuſt, by any wiſe man whatſoever, becauſe the Children of this age are wiſer than the Children of light in their generation and calling. Which is the cauſe that ſome Divines having written hereof, do proceed with great moderation, obſerving that the transferring of things from one owner to another, is effected five manner of ways by private perſons.

Th: Aquinas, Scotus, and others.

1 Firſt by Donation, which is altogether of free gift, according to the ſaying recorded, *Luc. cap.* 16. *Mutuum date, nihil inde ſperantes.*

Five means to transferthings

2 By Permutation, *Do ut Des*, I give becauſe you ſhould give; as the Proverb is,

Si mihi des, tibi do, ſi nil des, nil tibi reddo:
Hoc verbum do, dat nutrit amicitias.

3 By Emption or Buying of things.

4 By Vendition or Selling of things.

5 By Actual Mutation, or Mutual giving or lending of Moneys.

11 Conditions in the Buying and the Selling of things.

And in Buying and Selling of things there are required eleven neceſſary conditions: Firſt a conſent in the Selling: Secondly a power to Sell, the like in the Buyer: Thirdly and Fourthly, conſent and power: Fifthly and Sixthly, ſome conditions on either ſide agreeing in the transferring of the thing. Seventhly, that the ſame be honeſt: Eightly, alſo Lawful: Ninthly and Tenthly, to be without unreaſonable conditions, to Buy and Sell the ſame again: Eleventhly, that it be an abſolute irrevocable bargain. And herein is the Law of Nature to be regarded and obſerved, *Quod tibi fieri non vis, alteri ne feceris*, or do as you would be done to. Yet if I have occaſion to Buy that which another is about to Buy, it is Lawful and juſt for me to Buy the ſame.

Three things to be obſerved in the ſelling of things

But to avoid ſuſpition in Selling juſtly or unjuſtly, three things are required. Firſt, the Buyer to be expert in the Commodities he Buyeth. Secondly, that he be not too needy, or conſtrained to Buy: And Thirdly, that perſuaſive reaſons be omitted, which cauſe the party to Buy dearer.

The Civilians (affirming that probability to prove the eſtimation of a thing is ſufficient, whether it be more or leſs worth) do admit that a man may ſell dearer unto an expert man, than unto a ſimple man; and to ſell dearer than the thing is worth by common eſtimation, is adjudged by them to be always unjuſt: As alſo to uſe reaſons and inducements to ſell wares the dearer; neither is the ſeller to demand or expect any thing above the price agreed upon: And intreating hereof they make large diſcourſes, which I do omit to handle for the reaſons aforeſaid.

Selling in open market or ſhop.

Buying and ſelling, ſay they, is done two manner of ways, Firſt, that the thing be ſo bought, that all power of pretence be avoided, which is giving a thing at a certain price for a thing: Secondly, that the thing ſold be as a gift for that price, which in ſubſtance may be ſaid to be a plain abſolute and lawfull bargain, ſold (as we ſay) in open market or ſhop, inſomuch that there be not a Curtain to hide the Commodity ſo bought and ſold: Howbeit in all Fairs and Markets in the parts beyond the Seas, a Tradeſmans Shop and a Merchants Ware-houſe is taken to be publick and open at the appointed times.

Payment by anticipation.

They have alſo determined, that a ſeller may not demand a greater price for the forbearance of his payment or ſatisfaction of the thing, but he may well diminiſh the price, if the buyer do ſatisfie him the ſooner, and before the time of payment, by way of anticipation, which nevertheleſs reſteth in his power to accept thereof, or to expect the time. But this is commonly done, not by abating of the price of the Commodity, becauſe Money hath made a certainty of the total ſumm of the ſaid Commodity; but by allowance or deduction of the intereſt of the ſaid Money for the time to come and unexpired, according as they make their agreement of the price of intereſt.

To conclude the premiſſes touching buying and ſelling we find, that no man in ſelling any wares is bound to declare, whether any quantity of the like wares are to be had or expected when he ſelleth.

CHAP. X.

Of Suretiſhip, and Merchants Promiſes.

HAVING entreated of the ordinary buying and ſelling of Commodities, either for Money to be paid at ſome days of payment, or for wares to be delivered by way of permutation (wherein many times a third perſon is interpoſed, or it doth merely depend upon the parties promiſe) it may ſeem convenient to handle the point of Suretiſhip and Promiſes.

A bare or naked covenant

For albeit as the Civilians ſay, that *Nuda pactio obligationem non parit, exceptionem parit*, a bare or naked covenant bindeth not, but breedeth exceptions: this is to be underſtood upon Contracts, and where no Sureties have made any promiſe. But otherwiſe if any Merchant do paſs his word for another, it maketh him liable, as *Fide juſſor*, to perform the ſame, and the act done before is a ſufficient good conſideration, and they all agree, that *Bona fides inter mercatores eſt ſervanda*, Faith or truſt is to bee kept between Merchants, and that alſo muſt bee done without quillets or

or titles of the Law, to avoid interruption of Traffick, wherein his Suretiſhip is to be conſidered according to the promiſe: For if it be conditional, if ſuch a man do not pay, then the other to pay the ſame within a time, or to ſave him harmeleſs: It is firſt to be demanded of the Principal, and if he do not pay, then the Surety is to pay it without any courſe of Law, unleſs he be ordered by the Court of Merchants to perform the ſame, becauſe that thereby he may alſo the ſooner recover the ſame of the Principal for whom he did give his promiſe. It is alſo a cuſtom among Merchants, that if a Merchant be indebted unto another, and thereupon entreateth another Merchant to deſire the Creditor to reſpit him ſome time for the payment of it; if then the ſaid Merchant the Debtor donot pay accordingly at the time, he ſhall be taken *pro confeſſo*, and ſentence ſhall be given by the Merchants Court, for the payment thereof, only upon proof made, that he did will another to crave the ſaid reſpit of time for the payment. The like is done by the Common Law of *England*, by tryal of Juries of 12 men, upon proof made by evidence produced before them, that the Debtor did crave a day of payment, ſo that they will thereupon deliver their verdict, and Judgment and Execution may be of courſe had for the ſame. But if the promiſe be not conditional, then is he an abſolute Surety, and is to pay the ſame accordingly, as Merchants of credit always have done.

To become a Surety unawares.

A Merchant may alſo become to the nature of a Surety unawares, or unknown unto him; as befel unto a Friend of mine not many years ſince at *Frankford* in *Germany*, who during the Mart or Fair went into a Merchants Ware-houſe to conferr of ſome buſineſs with him; where he found another Merchant of his acquaintance to cheapen ſome parcel of Silk Wares of the ſaid other Merchant, to whom this man (as it ſeemed) was unknown. Whereupon the ſeller of the ſaid Silk Wares took occaſion to ask my Friend whether he were a good man and of credit; and he anſwered he was. So the bargain was made, and goods were delivered unto the ſaid Merchant the buyer, to the value of 460 ℔. for the which he made a Bill obligatory, payable the next Fair following: At which Fair (the party not appearing) demand was made of my Friend to make a payment of the ſaid 460 ℔, becauſe the party was abſent, and withall ſome doubt was made of his ſufficiency. My Friend had not ſo much as remembred that any ſuch queſtion was demanded of him, but that the party did put him in mind of it by circumſtances, and would be paid of him: He in defence did alleadge it to be *Nudum pactum, ex quo nod oritur actio*, and ſo not bound to pay the ſame, as having had no conſideration for it. The opinion of Merchants was demanded, wherein there was great diverſity; ſo that the Civil Law was to determine the ſame, and by the ſaid Law according to the title *de mandato conſilij*, he was adjudged to pay the ſaid 460 ℔, and to have the Debtors Bill obligatory made over to him, whereof he could never recover one penny, although he did pay the whole Debt and Damages, for the party became inſolent. This may be a good caveat for Merchants and all men; for if he had ſaid, he is taken or reputed to be a good man of credit, or, I take him to be ſo; he had bin cleared by the Law and the cuſtom of Merchants.

A caveat for Merchants, &c.

Conſiderable promiſes.

Some promiſes are conſiderable according to reaſon; as if a man upon a penalty do promiſe another not to moleſt or trouble him; if the other give him cauſe of offence to break the ſame, he incurreth not the penalty; and a promiſe made to do a thing, is always underſtood to be for the firſt time. So to make a promiſe that a pawn ſhall not be alienated, yet it is held by divers, that the ſame may be hipothecated unto another, ſo the pawn be preſerved. Again on the contrary, if a Ship-Wright do promiſe to build a Ship for a Merchant, and he cauſeth the ſame to be done by another, here the promiſe is broken by the Law; albeit this queſtion is not material, for it is not like that the building of Ships can be done without contracts in writing, and only by bare promiſes. And and the like may be ſaid of the greateſt part of all the queſtions wherewith the

the Books of Civilians are fraighted: So that for the Merchants underſtanding the antient ordinary Cuſtoms obſerved in the courſe of the ſaid eſſential parts of Traffick, is plainly to be declared and diſtinguiſhed from litigious queſtions.

CHAP. XI.

Of the revolution of Buying and Selling of Commodities by the courſe of Traffick.

EVEN as the whole Commerce and Traffick conſiſteth of our Land Commodities, and ſome fiſhing on the Seas, and of the Commodities of forrein Nations: So from hence followeth, an efficient cauſe of a kind of revolution in the Buying and Selling of Commodities; becauſe the Commodities of one Country growing rank and abundant, are tranſported into other Countrys; in whoſe ſtead needful Commodities of thoſe Kingdoms are returned thither, which is a neigbourly lending between Kingdoms and Countreys. For, as is noted, God cauſed Nature to diſtribute her benefits, or his bleſſings, to ſeveral Climates of divers things found in ſome places that are not in other places, to make an interchangeable courſe of the ſaid Commodities, by way of Merchandiſing.

Sundry means for buying and ſelling. For ready Money.

This Revolution of Trade may be illuſtrated by the conſideration of the ſeveral means whereby the ſaid Buying and Selling are effected.

1 The Firſt is Buying with ready Money, which is commonly the beſt, and with moſt advantage, for Commodities are ſold better cheap: Wherein the knowledg of the goodneſs and neceſſary uſe is requiſite.

For ready Money, and payable at times.

2 There is alſo a Buying and Selling of Commodities, payable at ſome limited time or times of payment, or partly ready Money, and partly at times: And the difference of price herein is commonly above ten upon the hundreth more or leſs, as the rate of Moneys at intereſt are in the places of Commerce, where the ſaid Commodities are ſold and bought, and according to the plenty of Money extant, unleſs the ſuperabundance of Commodities do alter the ſame, eſpecially if the Commodities be periſhable by Corruption, Time, and Accidents; ſo that the condition, quality, or goodneſs of the Commodities is much to be reſpected: Which was the cauſe that when Commodities did abound at the firſt, and the wealth of man was deſcribed by cattel and other periſhable things; all kind of mettal (as being durable) was moſt eſteemed, and the pureſt mettal taken to be the fitteſt to make Moneys of, as hereafter ſhall be amply declared in our ſecond part.

By Bills of Exchange.

3 There is another Buying and Selling of Commodities, to be paid by Bills of Exchanges, that is to ſay, the Buyer giveth a Bill of Exchange, or many Bills to be paid by Exchange in another place. As for example, one Buyeth 500 pounds worth at *London*, in Commodities, which are accounted in price as if he had Bought them for ready Money, and doth give unto the Seller of the ſaid Commodities one or more Bills of Exchanges for *Antwerp*, *Amſterdam*, or any other place, to be made according to the price of Exchange, which is made, or ought to be made, accroding to the value of the Moneys of one Country, and the value of the Moneys of other Countreys, by Weight and fineneſs, as ſhall be hereafter declared, and that according to the diſtance and diſcrepance of the time and place, where and when the ſaid Moneys ſhall be paied by the

Buyers

Buyers friend, Factor or Servant: and ſo the ſaid Bill or Bills of Exchanges are payed according for the Commodities ſo bought.

4 Another Merchant having Money in Banks or the Bankers hands at *Amſterdam*, or any other place where Banks are kept, buyeth ſome Commodities in the ſaid places, and caſting up what the ſame doth amount unto, he goeth to the Banke, and aſſigneth the ſeller of the ſaid Commodities to receive ſo much Money there, and the Banke (accepting thereof) giveth him ſatisfaction in the payment he maketh unto others, according to the manner of Bankes hereafter declared. By money payable in Banks.

5 Another buyeth ſome Commodities there, or in any other place beyond the ſeas, and for that purpoſe he hath a Letter of Attorney, called a Procuration, or a Letter of Credit, either from his maſter, or any other here at *London* or elſwhere; who upon his Credit hath promiſed thereby to pay the value of the ſaid goods in ſome place beyond the ſeas, according to a price of Exchange agreed upon between the parties here (and the like is done beyond the ſeas to be payed here) which is ſtill according to the value of Moneys in both parts, anſwerable to Weight and fineneſs by way of Exchange; and the like is done between *London* and *Exceter*, *Plymouth*, *Yarmouth*, and many other places, upon the very ſame uniform Coin, by letters miſſive between Merchants here and there. By a Letter of Credit.

6 The moſt uſuall buying and ſelling of Commodities beyond the ſeas, in the courſe of Traffick, is by Bills of Debt, or Obligations, called Bills Obligatory, which one Merchant giveth unto another for Commodities bought or ſold, which is altogether uſed by the Merchants Adventurers at *Amſterdam*, *Middleborough*, *Hamborough*, and other places: for when they have ſold their Clothes unto other Merchants or others, payable at 4, 6, 8, or more months, they preſently transferr and ſet over theſe Bills (ſo received for the payment of their Clothes) unto other Merchants, and take for them other Commodities at ſuch prices as they can agree with the ſeller of them, be it Velvets, Silks, Sattins, Fuſtians, or any other Wares or Commodities, to make return of the provenue of theirs; and ſo ſelling thoſe foreign Commodities here in *England*, they preſently buy more Clothes, and continue a revolution of buying and ſelling in the courſe of Traffick and Commerce, being ſo (in effect) as may be illuſtrated by example. For Bills Obligatory.

Suppoſe that A. B. the Clothier ſelleth to C. D. the Merchant one pack of Clothes for the ſumm of one hundred pounds payable at ſix months, and doth condition with him to make him a Bill in the name of ſuch a man as he ſhall nominate unto him; A. B. the Clothier buyeth of D. E. the Gentleman ſo much Wooll as amounteth to one hundred pounds, and doth intend to deliver him the Bill of C. D. the Merchant, in full payment of his Wools, and to cauſe the ſame to be made in his (this Gentlemans) name: but D. E. the ſaid Gentleman cauſed him to make the Bill payable to E. G. the Mercer, and the Mercer is contented with the like condition to accept thereof; but he cauſed the ſame to be made payable to C. D. the Merchant, of whom he buyeth his Velvets and Silks; and ſo in payment of them he delivered him (by an intermiſſive time) his own Bill, which he firſt ſhould have made to the Clothier. And herein you are to note, that in the buying by Bills, it may be made payable to the Clothier, or to the bearer thereof, and ſo all the parties are bearers thereof, unto whom the ſame is ſet over by tradition of it only, which by a retrograde examination will appear; and this is called a Reſcounter in payment, uſed among Merchants beyond the ſeas, and ſeemeth ſtrange unto all men that are ignorant of this Cuſtom, and yet do they perceive a reaſon for it, and cannot deny the commodiouſneſs thereof. Example of the revolution in Traffick. Reſcounter by Bills of Debt.

The common Law of *England* is directly againſt this courſe; for they ſay there can be no alienation from one man to another of debts, becauſe they are held *Choſes en Action*, and ſuch whereof no property can paſs by aſſignment or alienation. And many good Lawyers do wiſh as well as Merchants, that there were an act of Parliament made for the eſtabliſhing of the like courſe in *England*. By reaſon whereof, let us in the next Chapters handle this matter more diſtinctly, and declare the benefits which

which the Realm will receive thereby, and all Merchants and others negotiating for great ſumms.

There are other manner of buying and ſelling of Commodities by Contracts,and upon conditions and caſualties,which are to be declared in their proper places, whereunto relation may be had hereafter.

CHAP. XII.

Of the transferring or ſetting over of Bills Obligatory, between Merchants and others.

WE have in ſome meaſure in the precedent Chapter declared the uſe and Cuſtom of Merchants beyond the ſeas,in the transferring or ſetting over of Bills Obligatory,or Bills of dept, which they give each to other for the payment of Commodities bought and ſold by way of Traffick and Trade, it reſteth now to ſpeak thereof more amply. For the ſincerity of plain dealing hath hitherto been inviolable, in the making of the ſaid Bills,which every man of credit and reputation giveth of his own hand writing, or made by his ſervant, and ſubſcribed by him, without any ſeal or witneſs thereunto; and is made payable to ſuch a Merchant or perſon, or to the Bearer of the Bill,at ſuch time or times of payment as is agreed and concluded between the parties, either for Money or Commodities lent or bought, and ſo declared in the ſaid Bill, according to the form hereafter expreſſed.

The manner of Bills beyond the Seas,

This Cuſtom is much practiſed by the Merchants Adventurers beyond the ſeas, at *Middleborough*, *Amſterdam*, *Antuerp*, *Hamborough*, and other places where they do trade, in manner following as we have noted.

A Merchant having many of theſe Bills, which he hath received for his Clothes ſold unto Drapers, (or other Merchants dwelling in ſeveral towns and places) will reſort unto a Shop-keeper or another Merchant,commonly accompanied with aMediator or Broker, to buy a good round quantity of Silk-wares, or any other Commodity (which is ordinarily ſold payable at ſome days of payment, either 4, 6, or more months) and having agreed upon the price of the ſaid Commodity,or before,he maketh the ſeller acquainted what payment or ſatisfaction he will give him, in Bills to ſuch and ſuch Perſons,amounting to ſuch a ſum,either little more or leſs than the Commodity doth amount unto ;or to take in Commodity ſo much as the ſaid Bills do contain, or do amount unto: and if there be a remainder due for the Commodity, more than the Bills do amount, the ſame to be pay'd in ready Money,or upon his own Bill, payable at ſuch time as they agree between them, which often comes to be a great ſum. Hereupon all ſuch bills as are of known Perſons are ſoon accepted of, and of the unknown Perſons, either himſelf that is the ſeller,or the Broker, will inquire of their ſufficiency, and then likewiſe accept their Bills in payment; and having taken them (which are made payable to the bearer, as we ſay) the receiver of theſe Bills goeth to the parties, and demands of them, whether they will willingly pay him thoſe Bills at the time ſpecified therein, according to the manner of Merchants for Commodities (which if within one month after, it is accounted very good payment.) The Debtor anſwereth that he will

The ſetting over of Bills of Debt.

pay

pay his Bill to the bearer thereof accordingly; for if this man will not ride out (as they ſay) the time of the payment of the Bills, he may go to another man and buy other Commodities therewith, as if it were with ready Money, the time only conſidered: Nay more, if he will have ready Money for theſe Bills, he may Sell them to other Merchants that are Moneyed men, and abating for the intereſt for the time, and (commonly one Moneth over) according to the rate, as they can agree, and as Money is plentiful, they ſhall have Money at all times to employ in Commodities, or to deliver by Exchange, or to pay Debts withall, or to carry home *in ſpecie*, or for any other purpoſe at their pleaſure; which is Commodious for young Merchants having ſmall ſtocks, as alſo for all men upon all occaſions; for it is properly as Money paied by aſſignation, whereby very great matters are compaſſed in the trade of Merchandiſe, the Commodities are ſooner vented in all places, the Cuſtom and impoſitions of Princes do increaſe, the poor and mechanical People are ſet on work, men are better aſſured in their payments, the counterfeiting of Bills, and differences are prevented; the more Commodities there are Sold the leſs ready Money is tranſported, and life is infuſed into Traffick and Trade for the general good. And herein we ſee and may obſerve, that things which be indeed, and things which are not indeed, but taken to be indeed, may produce all one effect; and every man is enabled with his own meanes and credit, to augment commerce.

Selling of Bills Obligatory.

General benefits by ſetting over of Bills of Debt.

This laudable cuſtome (as I ſaid) is not practiſed in *England*; yet ſometimes a Merchant ſtranger will accept of Bills of Debt in payment of Commodities ſold with advantage: But then the Bill is made new again, and in the Merchant Strangers name; and this is not without ſome danger to him that buyeth the Commodity or Merchandiſe for another mans Bill, as Factors may do for their Maſters: For I have obſerved by good experience, that a Factor in *London*, having Sold for his Maſter (a Merchant of *Antwerp*) ſome Commodities to an Engliſh Merchant to the value of ſeven hundred pounds, and taken the Merchants Bills payable at ſix Months, and ſix Months for it: His Maſter of *Antwerp* did appoint him to Buy Bayes for theſe Bills of another Merchant, which he did performe, and had the value of 700 ℔ delivered unto him in Bayes accordingly, and the Bills were to be altered in the other Merchants name for his Bayes. Shortly after it fell out that the Engliſh Merchant became inſolvent: But before it was publiquely known, the Factor brought the Bills altered (according to the agreement) in the Baye Merchants name, who did refuſe to accept of them, and the ſaid Factor ſhould pay him. The Bills were tendred with a Scrivener according to their agreement, but ſtill were refuſed. The time of payment being expired, the Baye Merchant did arreſt the ſaid Factor: The matter was tried before the Lord Chief Juſtice of the Kings Bench by a *Niſi prius* in *London*, by a petty Jury of Engliſh-men and Strangers: The verdict was found for the Bay Merchant, and the Factor did pay the Money, and had no remedy againſt his Maſter. The reaſon was delivered by the Judge, that the Common-Law in this caſe requireth a Releaſe or Acquittance for the payment of Bayes to be made to the Factor, otherwiſe he was ſtill bound by the Law to anſwer for the ſaid Bayes.

A Law Caſe about the ſetting over of Bills.

This cuſtom might (with great facility) nevertheleſs be eſtabliſhed in *England*, and would be very beneficiall to the King and the Common-wealth in general: For albeit that the ſtrict Rules of the Law demandeth a ſealing and delivery of Deeds, and that the Bill cannot conveniently be made payable to the Bearer of it, or be altered in another mans name as abouesaid, neither can it be recovered by a letter of Attorney, which in *England* is always revocable before the fact: Nevertheleſs, if there were a Regiſter kept of the paſſing and transferring of theſe Bills from man to man, and by an indorſement thereof alſo upon the Bill, it might be done with eaſe, and the Bearer of it ſhould be ackowledged thereby to be a lawful Attorney in Law; and by theſe means the undecent Plea of *Non eſt factum* would be cut off. And, to prevent fraudulent dealing, if any Bills ſhould be loſt, notice might be given inſtantly to the Regiſter (which at *Lixborn* and *Roan* is called a Prothonotary) by means whereof many queſtionable parcels or payments are made apparant, and the Bills for the moſt part do remain in

To eſtabliſh this Cuſtom in *England*.

Office of Prothonotary at *Lixborn* and *Roan*.

the office at the diſpoſition of the laſt Aſſign or Aſſigns; which is the cauſe alſo, that moſt uſually Bills are made for all things bought and ſold between parties and parties, whereby many payments are made by Reſcounter, as if it were in bank, hereafter to be declared; for Merchants to meet, and in a manner jump together in their ſaid payments. And hereby alſo may the difficulty (for the taking of an acquittance as aforeſaid) be removed, by entring an acknowledgment of ſatisfaction before the ſaid Regiſter, at the time at the transferring or Regiſtring thereof. I have taken paines to have this to be eſtabliſhed here: But hitherto things are not rightly underſtood, as is to be wiſhed it were, whereby other Nations have ſtill an advantage.

Reſcounter by Bills for payment.

CHAP. XIII.

Of the nature of Bills Obligatory beyond the Seas, and in England.

SUCH is the ſincerity and *Candor Animi* amongſt Merchants of all Nations beyond the Seas, in the obſervation of plain dealing concerning the ſaid Bills Obligatory between man and man, that no man dare preſume to queſtion his own hand; for if he be ſtained therewith, he is not only utterly diſcredited, but alſo deteſted of all Merchants: The form of the Bills being as followeth, only *Mutatis mutandis.*

Form of Bills Obligatory.

I A.B. Merchant of *Amſterdam* do acknowledge by theſe preſents to be truely indebted to the honeſt C. D. Engliſh Merchant dwelling at *Middleborough*, in the ſumm of five hundred pounds currant Money for Merchandiſe, which is for Commodities received of him to my contentment, which ſumm of five hundred pound as aforeſaid, I do promiſe to pay unto the ſaid C. D. (or the bringer hereof) within ſix Months next after the date of theſe preſents: In witneſs whereof I have ſubſcribed the ſame at *Amſterdam* the 10 of July 1622, *Stilo novo*,

A. B.

In the Eaſt Countreys, and ſometimes in the *Low-Countreys* they will put a ſeal to it, and then the word ſubſcribed and ſealed goeth together: But there is no mention made of any delivery or deed, for that is underſtood of courſe, inſomuch, that if for want of payment the Bill be put in ſuit, and the party adjourned or cited to make his appearance: The Judge (making no doubt of any ſuch matter) will inſtantly ſay to him, my Friend, what is the reaſon that you have not payed this your Bill to C. D? for to deliver a Writing, or a Bill as an * Eſcroll (as we ſay at the Common Law) is unknown unto all Merchants there, and the bringer of the Bill (called with us the bearer of it) ſhall be admitted to recover the ſame without any Letter or Atturney, or other Warrant.

* Called *Apocha* or *Apodiſſa* by the Civilians.

Eſpecial notes concerning Bills Obligatory.

The Civil Law, and the Law-Merchant do require, that the Bill ſhall declare for what the Debt groweth, either for Merchandiſe, or for Money, or any other lawful conſideration. The words Currant Money for Merchandiſe, is, becauſe that Merchants for

for divers reſpects tollerate commonly the Moneys to go currant at a higher rate in the courſe of Traffick, than they are valued by publick Authority of Kings and Common-weals: And when the Bill mentioneth Money, it is taken to be Money at *depoſito* or intereſt; wherein is to be obſerved, that the intereſt muſt be joyned with the principal ſumm, without any ſpecification, whereby it may be ſeparated or diſtinguiſhed, becauſe the Debtor ſhall not pretend to pay the ſame at his beſt opportunity and pleaſure; as may (thereupon) be done for Money letten for loane, retaining ſtill the principal in his hands, and paying the intereſt from time to time, quarterly, or half yearly: For it is lawfull and accuſtomed, that although one hundred pounds were taken up for one whole year, after the rate of ten upon the hundreth; the Debtor or Taker up of it, may diſcharge the ſame at three Months, if he will, paying one hundred and two pounds ten ſhillings, unleſs the Bill made for the ſame be made paiable at a time limited, with a penalty of a ſumm of Money, called by the Civilians *Pœna Canonica*, which with us in *England* is done upon a Bond, with a forfeiture of half or double the ſumm of the principal, wherewith the intereſt is alſo joyned without diſtinction, which may not exceed the rate of ten upon the hundreth for the year, in the computation whereof, divers things are to be obſerved, as wee ſhall declare hereafter.

Now if a Bill made beyond the Seas be done by two, three, or more perſons, as having bought a Commodity as partners together, or taken up Moneys together at intereſt, wherein they bind themſelves all as principal Parties or Debtors; yet every man is but bound to pay his part. The like is, if one be bound, and two, or more do put their hand and ſeal, and under-write, and ſeal the ſaid Bill as principals, yet paying their proportionable parts, they ſhall be cleared by the Civil Law, and the Cuſtom of Merchants: But if they do ſimply ſubſcribe, and ſay we are Sureties, then they are all bound for the whole, as if the words we or either of us *in ſolidum* were expreſſed: Which is the cauſe that in all notarial writings (only uſed upon queſtionable matter decided, or to be decided) they do not only bind the parties with theſe words, but they do alſo make a declaration of all renuntiations of priviledges, and eſpecially of *exceptio diviſionis*, and then it is one for all. *Exceptio ordinis & excuſſionis*, is to meddle with the Sureties before the Principal: Renouncing the Letters of *Adrian* the Emperour, for the ceſſions of goods, prolongations of payments, Vintages, or free Marts, all Conſtitutions, Canons, Priviledges or Statutes and Acts of Parliament made or to be made, publiſhed or enacted; and in theſe caſes the Debton is always to be bound with the Sureties in all Acts or Inſtruments made before Notaries. Renouncing alſo the benefit of *Senatus-conſultus*, or *Arreſt velle Joan*, for the prerogative of women, which upon deceaſe of their husband do claim their portion brought in by them in marriage, or their dower, or any thing elſe that may be alledged or imagined.

Subſcription of Bills Obligatory.

Renunciation, of priviledges and what they be.

In *England*, Bills Obligatory being made paiable to the party, his Heirs, Executors, Adminiſtrators, or Aſſignes, may conveniently be ſet over, as aforeſaid; becauſe the lawfull aſſigne ſhall be of Record, and Regiſtred alſo upon the Bill, and if there be two or more bound in a Bill, fraudulent dealing will be alſo better prevented: for by the Common Law, if one do releaſe one of his Debtors (by way of acquittance) that is bound with others unto him, they are releaſed and acquitted thereby, although there were never ſo little payed of the Debt: Inſomuch that a receit for parcel of the Money received of one of the Debtors, being made in full payment of his part only, doth nevertheleſs diſcharge them all, as for example by woeful experience may be demonſtrated.

Acquittance. to one diſchargeth the reſt.

Three Linnen Drapers of *London*, bought of a Merchant ſtranger 40 pieces of fine *Hollands* Cloth, amounting to 160 ℔, and gave their joynt Bill for the payment of it at ſix Months: One of them became inſolent, and being impriſoned, made a compoſition with the Merchant for eight pounds, and thereupon had a generall acquittance made to him only. Shortly after, the other two Linnen Drapers, being ſomewhat preſſed for the payment, and ingaged for the other, they did plead the other

mans general acquitance, which was but a receit made of the ſaid eight pound, expreſſing that it was in full of his part; and nevertheleſs upon trial in Law, it was adjudged to be a ſufficient diſcharge for them all, in Nature of a general acquitance. Theſe obſervations at the Common Law, and ſuch like Book Caſes as I have put down, I hold to be neceſſary for Merchants to know, albeit we handle the Law-Merchant in this Treatiſe, and not matters of the Common Law. If you take beyond the Seas any Bill Obligatory for Money delivered upon two or three lives, or for wagers or laies, which are conditional, let the party be put to prove: If upon proof of lives, make the Bill payable at a day certain, unleſs one of the parties were dead: Whereby the party is bound to pay, or elſe to prove the deceaſe of the one: On the contrary, if you make the Bill to be paied, if they be all alive or living, then muſt you prove they be living. To conclude, *Abundans Cautela non nocet.* Finally, if a Bill be thirty years old, and never demanded or queſtioned, it is void by the Civil Law, and the Law or Cuſtom of Merchants doth not take any knowledge thereof.

Bill Obligatory upon two or three lives.

CHAP. XIV.

Of Letters of Credit and Blankes ſigned.

THE Credit of Merchants is ſo delicate and tender, that it muſt be cared for as the apple of a mans eye: Hence it doth proceed that Letters of Credit are had in ſuch reputation, that the giver of them will be well adviſed before he make them; and the party to whom they are directed, will be careful to accompliſh them, for it doth concern both their Credits: The givers Credit of the Letters, will be had in queſtion of inſufficiency, known to the other that he doth not accompliſh them, or he that doth not perform them may be thought to be weak and to want meanes to do the ſame. To make Letters of Credit, is properly a Participation of Credit to another, which is performed as followeth. A Merchant doth ſend his Friend or his Servant (either within the Land or beyond the Seas) to buy ſome Commodities, or take up Money for ſome purpoſe, and doth deliver unto him an open Letter, directed to another Merchant, requiring him that if his Friend ſuch a one, the Bearer of that Letter (being either his Friend or Servant) have occaſion to buy Commodities, or take up Moneys to the value of ſo many hundreths, or ſo many thouſand pounds in that place or thereabouts; that he will either procure him the ſame, or paſs his promiſe, Bill or Bond for it, and he will provide him the Money, or pay him by Exchange, or give him ſuch ſatisfaction as he ſhall require: The party to whom the Letter is directed will accordingly do his endeavour and perform the requeſt of the other, and keep the Letter for his aſſurance or ſecurity, and what he doth thereupon undertake, is made apparent by ſuch Writings or Evidences as he taketh of the ſaid Bearer of the Letter, that thereupon he may be well dealt withall accordingly. But if it ſhould fall out, that for ſome known cauſe to this party, he doth not accompliſh his requeſt contained in the ſaid Letters of Credit: Then the Bearer of the ſame keepeth the ſaid Letters, and returneth them unto the giver, without any other proceeding; unleſs it be in caſe where this party

Definition of Letters of Credit.

party is a Debtor to him that gave the Letters of Credit, and then he muſt take witneſſes of it, and with a Scrivener or Notary make a Proteſt againſt him, Proteſting to recover of him (by all lawful and convenient meanes) all the dammages, charges, and intereſt, which he or any other ſhould ſuſtain thereby, by reaſon of the nonperformance of the ſaid Letters of Credit, and that in time and place as occaſion ſhall ſerve; which Proteſt is a ſufficient meane amongſt Merchants, and before any Judges of the Civil Law, to recover the ſame, upon proof at all times accordingly. But if the party to whom theſe Letters of Credit were directed do make a reaſonable anſwer for his excuſe, and requireth the Scrivener to put down the ſame in the Act or Inſtrument of the ſaid Proteſt; then is the cauſe conſidered withall, and the loſſes and damages may fall upon another: For if the giver of the ſaid Letters of Credit, were a Debtor to the other that did receive them, to be paied by them, either by Commodities to be bought, or Moneys to be taken up, as aforeſaid; then the ſaid Proteſt may ſerve the receiver of the ſaid Letters of Credit to recover his damages of him that gave him the ſame: Wherein the Magiſtrates will have a great conſideration, as a matter whereby the Commerce is interrupted, which is the cauſe alſo that men muſt be adviſed on the other ſide, not to be too raſh to affirme the goodneſs or ſufficiency of another mans Eſtate, or Credit or Reputation whereby a third man becommeth a loſer, loſs being the greateſt hinderer of Traffick and Trade. The Civilians therefore have a Title in their Laws, which is ſtrictly obſerved, as you ſhall underſtand hereafter.

Proteſts for the non-performance of Letters of Credit.

The Signing of Blanks, is alſo a Cuſtom amongſt Merchants, whereby they ſtrengthen the Credit of their Factors or Servants in the like occaſions, which is a matter of a great confidence, concerning the eaſie transferring of Bills already ſpoken of. For a Merchant ſetting his name to Blank Paper, his Factor or Servant hath an ability to wrong his Maſter many ways. Therefore ſuch as are provident, do reſtrine that power by certain Covenants or Declarations, and yet the ſame (being known unto the parties that do make uſe of the ſaid Blanks) might become ſcrupulous thereupon to be well dealt withall, howſoever, we ſee what honeſt and plain dealing is uſed amongſt Merchants, and what adventures they beare to compaſs their buſineſſes. A Merchant of *Antwerp* will ſend his Servant at *Amſterdam* to buy him 500 Laſt of Corn upon advice he hath that Corn is ſpoiled, or the Harveſt faileth in *Spain*, *Portugal*, and other places: And becauſe he is uncertain what his Servant can effect, doubting that other men might have the like advice, and prevent him; he delivereth Blank Paper by him ſubſcribed, with order to his ſaid Servant, that he ſhall upon ſuch an occaſion, write his Letter upon the ſaid Paper to ſuch a man, his Factor at *Danſick* in the Eaſt-Countreys, to buy for him the quantity of Corn which he cannot buy at *Amſterdam*, and ſhall date the Letter, as if himſelf had written the ſame. The Factor of *Danſick* doth preſently perform the Commiſſion given him, and ſo the buſineſs is accompliſhed. But in this the confidence may be as great, as in the making of Bills Obligatory, and yet the adventure far inferiour thereunto; for upon theſe Blanks, there is an addition to the name, or a precedence in words, namely, Your loving Frind, *A.B.* &c. which is impertinent, and not to be uſed in Bills of Debt. Herein we may conſider a neceſſity to give Blanks, not only becauſe of the Maſters Credit requiſite; but alſo becauſe of the uncertainty in the finding of the quantity of Corn which was to be bought.

Great confidence among Merchants.

CHAP.

CHAP. XV.

Of Letters of Attorney, or Procurations and Transports, or Conveyances.

A definition of a Letter of Atturney, &c.

A LETTER of Attorney, is an Act publikely done before a Notary or Scrivener, whereby one man giveth Power and Authority of himself unto another man, by way of Deputation to do, execute, and perform for him any lawful thing, which he himself (being the Constituant) might or may (aſwell preſent, as abſent) do, conclude and determin in all cauſes Civil and Politick; with power alſo to Subſtitute one or more perſons to do the ſame under him, in the ſaid firſt Conſtituants name; and to Swear in the Soul of him, if cauſe ſo require: Albeit the ſaid Letters of Attorney do differ in the manner and form, as well as in the Subſtance, which muſt be obſerved. They are called beyond the Seas Procurations, to Procure or effect that which a man would have commonly in another place, and in matter of Authority for Law Cauſes, they go one degree further than Letters of Credit, becauſe the Law doth require the ſame to the end that the Authority or Power of the party Conſtituted, may publickly appear: Wherein a Letter Miſſive is not ſufficient, as the ſame is in things concerning the ordinary courſe of Negotiations and dealings between Merchants, which by the Law-Merchant are of great validity.

Procurations irrevocable.

Procurations generally, or for the moſt part, contain the word Irrevocable; implying that power given ſhould endure for ever, and ſo it is taken beyond the Seas. But by the Common-Law the words are uſed, *Pro forma*, and a Procuration or Letter of Attorney is revocable at all times, unleſs it be that the ſaid Letter of Atturney do contain a Tranſport of ſome things which is conveied thereby, As if a man do Conſtitute another for the recovering of certain Moneys for the parties own proper uſe, without account to be rendered for the ſame, and the ſaid party hath recovered the ſaid Moneys by vertue of it. This Letter of Atturney cannot be revoked to any purpoſe, the effect being fully performed which was the cauſe thereof. So beyond the Seas, if you make a Letter of Atturney to a Procurator in Law, to follow a cauſe for you in Law, although the ſame be made Irrevocable, yet upon good cauſe you may revoke the ſame and appoint another to follow the cauſe: But it is commonly done with leave of the Court where the cauſe is conſiſting or depending, (and becauſe the Intimations and Citations are to be done at ſuch times as the cauſe may require, the nomination of ſome places, as it were to chuſe a Domicilium muſt be done, but the power may be limited. An Attorney may have Authority to convict a man by Law for the recovery of Money or Goods, and to proceed to execution by Impriſoning of the Debtor; yet he ſhall have no power to releaſe him out of Priſon, without further Authority; ſo in receiveing of Goods or Money, wherein every man is to uſe his diſcretion, as the cauſe may require.

Procurations with a limited power.

A Merchant may alſo make a Letter of Attorney to a Notary beyond the Seas, and thereby to give him power to make any inſinuation, or intimation, or proteſt, againſt any other Merchant there, to ſerve him in all occaſions or occurrences concerning the matter in queſtion. For a Procuration is beyond the Seas of that validity, that the party

party who doth the ſame, and is the Procurator, is taken in Law as abſolute as the conſtituant, and many ſundry proceedings may be uſed againſt him accordingly, by Citations, Intimations, Proteſts, Recoveries of goods delivered formerly, and recalled back again, or the value thereof upon any Attachments or Sequeſtrations, which cannot be done againſt a mans Factor or Servant: Therefore they that have Procurations are to be careful of the diſpoſſeſſing of themſelves of any goods, or Moneys received, to be cleared by the Law, which happeneth commonly of goods taken upon the Seas, or Sequeſtred in any Harbour, by vertue of a Letter of Attorney or Procuration. A caveat for Procurators.

The Civilians intreating of Procurations or Conſtitutions under *Titulus Mandati*, have well obſerved, that commandments have their original from Freindſhip, or out of authority of office and place, and that the ſame are diligently to be executed and kept: And hereupon they have alſo noted divers queſtions and propoſitions, *Nos igitur pauca tractabimus ad rem, de qua agitur, pertinentia.* The originall of *Mandata.*

A. B. willed C. D. his Debtor, to pay unto E. F. one hundred pounds which he did owe him. C. D. did not pay the ſaid Money, but promiſed to pay the ſame. *Queritur* whether C. D. hath performed the commiſſion or commandement given him, and revoked? A. B. owning the like ſumm to E. F? Herein C. D. hath not performed his commiſſion, which was to pay, and not to promiſe the payment of the hundreth pounds, and therefore the ſaid commiſſion might be revoked. And C. D. was not diſcharged of the Debt, for the matter was entire, and all entire commiſſions are revocable. *Mandatum enim re integra, rovocari poteſt, & res eſt integra, & ſi ſtipulatio promiſſione intervenerit cum id non mandauerim.* For if C. D. ſhould break or become inſolvent, E. F. would come to A. B. his Debtor, to have ſatisfaction for the ſaid Money, and C. D. was not diſcharged of the Debt owing unto A. B. But if E. F. had taken his promiſe for payment, then open proof made of it, the caſe is cleare.

It is a queſtion alſo, whether a Procuratory having commiſſion to receive Moneys which were owing or lent, and to give an acquittance for the ſame; and receiving the Money without making an Acquittance, have performed his commiſſion: And the anſwer is, that he hath not performed the ſame, becauſe he made no Acquittance, as he was willing to do, *Aliud eſt enim confeſſio, aliud numeratio.* Albeit the Acquittance did not concern the Procurator, but the party who repaied the Money.

Another caſe they handle at large, *Bartholomew* did make and conſtitute *Nicholas* to be his Procurator or Agent, in the Buying of Commodities, to the value of five thouſand Crowns; and he the Conſtituant to be anſwerable for the price and total ſumm of five thouſand Crownes: And withall giving full power and authority unto the ſaid *Nicholas*, that his Procuration ſhould be good and available, during the lives of the honeſt perſons *Jerome*, *John*, and *Angell*, of whom the ſaid Conſtituant had his commiſſion, and that they alſo together and apart *in ſolidum* ſhould be bound for the performance, and himſelf alſo. *Nicholas* the Procurator by the commiſſion of *Jerome*, *John*, and *Angell*, as alſo of *Bartholomew*, cauſed by an inſtrument (or Act paſt before a Notary) the ſaid parties to be named in the contract, and thereby bindeth them unto *Titus* and *Mevius*, for the Commodities bought of them to the value or ſumm of five thouſand Crowns. But *Bartholomew* is not named in the article whereby the other parties are bound in the covenant; whereupon ſome would conclude, that for want of form *Bartholomew* was not bound to the payment, although by commiſſion of the other three he had conſtituted and made *Nicholas* to be the Procurator. The rule in Law being, *Quod una determinatio reſpiciens plura determinabilia, æqualiter terminare debet.* And herein is the intention and will of all contractors more to be regarded than the conceit of words, which cauſeth Merchants to be accounted cavillers, and to loſe much of their credit and reputation. In Procurations the wil of the Conſtituant is to be regarded.

It is alſo a cuſtome amongſt Merchants, that if the Maſter (knowing that his Procurator hath exceeded his commiſſion) be ſilent, the ſame is taken for a conſent; the rather becauſe Procurations (commonly running in general words, whereby Factors are directed) do comprehend all things which (of courſe) are to be done touching Moneyes

Moneys or payment of Exchanges for Moneys.

The queſtion therefore to know whether a Procurator (having commiſſion to Sell Commodities, or to let them to hire at a price) hath authority to receive the Money or hire, may be thought frivolous: For the Buyer in matter of Sale of Commodities in Market overt, hath no regard to the Procurations or commiſſions given to the Seller of the ſaid Commodities.

The like may be underſtood in this queſtion following, Whether a Merchant (Selling Cloth unto an Abbot to Cloath his Friers or Monks) ſhall not be ſatisfied and payed for his Cloth, although the Abbot did divert and imploy the ſame afterwards to another uſe? For the uſe is no matter to be regarded by the Merchant, but the payment of his Cloth. If a man Buying Paper for the Printing of a Book, doth not Print the Book, and Selleth the Paper unto another Merchant? That is no cauſe but he muſt pay for the Paper, whereof no man ought to make doubt.

Doubts in procurations by whom to be proved, &c.

If a Merchant maketh a Procurator, or by letters giveth credit to negotiate ſome buſineſs with another Merchant; if this Merchant do take exception to the Procuration and letters, and maketh doubt whether the party that brought the ſame be the right man: The Procurator is not bound to make any further proof; but the party excepting againſt him is to make good his aſſertion, and to prove the ſame by the Law and Cuſtom of Merchants.

Another queſtion is moved, Whether a Merchant that hath commiſſion to receive a ſumm of Money, and to pay the ſame unto another, and beſides to pay the intereſt due unto the party to whom he payed that Money, is bound to prove what intereſt he payed, and to whom he payed that intereſt or uſe Money: It ſeemeth *Prima fronte*, that the Merchant is bound to name the party to whom he payed the uſe Money; and yet there is doubt made whither he ſhould pay it without he were compelled thereunto as a thing unlawful; and therefore the Commiſſion or Order the Merchant had, is not to be contradicted, but muſt be allowed without any other proof, for this queſtion is ſo reſolved by the Civilians, and where the proof is not needful, there the nomination of the perſons to whom it was payed was to no purpoſe, according to the rule *Qui non tenetur probare, non tenetur nominare.*

Commiſſions ſubject to Arbitrators.

It is alſo worthy the obſervation, that generally all Civilians do concur in opinion, that when Merchants by their Letters or Commiſſions uſe theſe or the like words, *Let all things be done as ſhall be thought moſt expedient or convenient*, that the ſaid Commiſſions or Directions are to be left to the interpretation of Arbitrators when any queſtion ariſeth; which is alſo in many more queſtions concerning Merchants, noted in moſt of their Law Books: Hereof we intend (God willing) to intreat more amply in the next chapter concerning Factors and Servants, and the Commiſſions given them, &c.

Procurations to continue after death, &c.

The ordinary rule of Procurations in things compleat and not effected, is underſtood to end with the death of the Maſter or Merchant that giveth ſuch Procurations, albeit there are many exceptions: For a Procuration may be made to endure after his death, which kind of Procurations the *Florentines* and other Nations confirm by their laſt wills and teſtaments, which nevertheleſs are to be underſtood that the ſtate of an heir be not impaired thereby, wherein the Law interpoſeth her authority. And for a general rule in all peremptory and abſolute Procurations or Commiſſions, it muſt be known that the like authority is uſed to prevent many inconveniences, having a vigilant care that equity be maintained.

And that all Merchants or Procurators for Merchants, are to accompliſh the lawful commiſſions given them, and meanes thereunto being provided, or elſe to anſwer the damages which the parties ſhall receive by the default thereof. Thoſe therefore that without any commiſſion do undertake things which bring loſſes unto the parties are much to be blamed, and by a fuller meaſure to anſwer for the ſame, or to make by gaine a recompence for the loſſes, as occaſion ſerveth.

De Conſtituto.

Some that have written *de Conſtituto* have moved queſtions, Whether it be lawful to take penalties or forfeitures, if the Conſtituant do bind himſelf to performe or elſe

elſe to loſe a certain ſumm of Money? Others, whether a Commiſſion ſhall be executed by an ordinary meſſenger? Others, whether it be convenient to uſe the words, *You ſhall give him full credit and truſt in what he hath undertaken to do?* How long the Commiſſions ſhall endure, if there be no time limited? And the like queſtions: Which upon due conſideration are eaſily reſolved, and in mine opinion impertinent to trouble Merchants with them. Such only as are material ſhall be handled in the following Chapter.

CHAP. XVI.

Of Factors and Servants, and Commiſſions given unto them.

THE difference between a Factor and a Servant conſiſteth chiefly in this, that a Factor is created by Merchants Letters, and taketh Salary or Proviſion of Factorage: But a Servant or an Apprentice is by his Maſter entertained, ſome receiving wages yearly, and ſome others without wages. A Factor is bound to anſwer the loſs which hapeneth by overpaſſing or exceeding his Commiſſion; whereas a Servant is not, but may incurre his Maſters diſpleaſure. For albeit that the *Spaniſh* proverb is, *Quien paſſa Comiſſion, pierde Proviſion*, That he that exceedeth his Commiſſion ſhall loſe his Factorage: The caſe is altered long ſince by the Cuſtom of Merchants, and now it is, *Su bolca lo paga*, his purſe doth pay for it. Factors therefore muſt be very careful to follow the Commiſſions given them, very orderly and punctually: and becauſe Merchants are not able to preſcribe every thing ſo exactly unto their Factors as is convenient, it behooveth them to make good choice of the perſons which they do employ, for their welfare dependeth upon Traffick: Otherwiſe the Factor groweth rich, and the Merchant poore, becauſe his gaine of Factorage is certain, howſoever the ſucceſs of Merchants employment doth prove. But having a good Factor, which word Good implyeth all and more than an honeſt Factor, who may be honeſt, and nevertheleſs ſimple in his proceedings, and others alſo may be wiſe and not honeſt. This good Factor therefore may be truſted, and all Commiſſions given unto him may be ample, with addition of theſe words, *Diſpoſe, do, and deale therein as if it were your own.* And this being ſo found, the Factor is to be excuſed, although it ſhould turn to loſs, becauſe it is intended he did it for the beſt, according to his diſcretion, which is and ought to be the trueſt director, making a conſcience to ſee their Maſters loſs, if they can prevent it; but being limited to the contrary, they can but grieve, when their counſell and advice doth not take place, either in the Selling of Commodities in time, foreſeeing a greater loſs, or Buying ſome Commodities deare over-haſtily, alſo in keeping a Commodity without purloining the ſame; ſometimes upon a paſſionat humor, as a Merchant of *Amſterdam* did of late years, to his Factor in *London*; for being a loſer by ſome *Spaniſh* Wines, by writing in theſe words, My will is, That upon the receit of this my Letter, you go to the next Ironmonger and Buy a hammer, and run into the Cellar, and ſtrike out the heads of all the Butts of Wine, and let it run into the Cellars: For ſeeing the Devil hath eaten the Horſe, let him have the Bridle too. The Factor did herein uſe his diſcretion, and kept the Wines, which he afterwards Sold to benefit; for he remembred, That loſers have leave to ſpeake.

Alteration of the caſe with Factors.

Ample Commiſſions with an addition.

A Paſſionate Commiſſion.

Factors do deale moſt commonly for divers men, and every man beareth the hazard

Difference by Law between a Factor and a Servant.

of their actions. But if a Servant do deal for others by his Maſters direction, and they break, the Servant can be no loſer, for he is taken to have no other credit but his Maſters: Which is the cauſe that Intimations, Citations, Attachments, and other lawful courſes are executed againſt Servants, and take no place againſt Factors, unleſs they have Procurations.

Now let us ſet down ſuch obſervations as Factors ought to know.

Obſervations concerning Factors.

Commodities Bought and Sold.

IF a Factor do Sell at one time unto one man ſeveral parcels of Commodities or goods belonging to divers mens Accounts, to be payd jointly in one or more payments, without any diſtinction made by the Buyer for what parcels he paieth any ſumm in part of payment of the ſaid Debt, Weekly or Monthly as ſhop-keepers do, then is the ſaid Factor to make a proportionable diſtribution of the Moneys ſo received upon every mans Account, according to the ſumm that every mans parcel did amount unto, untill all be payd: And if any loſs doth happen, or that all be not payed, the ſaid loſs is to be diſtributed upon every mans Account accordingly.

If a Factor do Sell afterwards more goods to the ſaid man, or any other who is already indebted for other Commodities formerly Bought as aforeſaid, be it for his own Account, or other mens Accounts, and in the interim receive ſome more Moneys in part of payment and Account between them; then is the ſaid Factor to diſtribute the ſaid Moneys as before, untill the ſaid old and precedent Debt be firſt payd, unleſs there were cauſe of controverſy for them, or that the payment were indorſed upon a Bill made for the latter goods ſold unto that man: For that Bill may be transferred or ſet over unto another man, and ſo is not he the receiver of that Money, but the other man.

If a Factor do ſell goods to another man, payable at time for his own Account, and receiveth the Money for the ſame at the time of payment, and in the mean time letteth other mens Moneys remaine in that mans hands unpayd, for goods by him formerly ſold, this Factor is to be anſwerable for that Money unto thoſe other men, although he ſhould never recover one peny of it. For he cannot without fraud beare with the non-payment of other mens Moneys after they be due, and procure the payment of his own Money, to another mans loſs and prejudice.

In like caſe, if a Factor do Sell unto a man certain goods of another mans Account, either by it ſelf, or amongſt other parcels, and this Factor giveth not advice unto the owner or propreitary, of the Sale of the ſaid goods, but afterwards (having had more dealings with that man in Selling of goods, and receiving of Moneys) this man becommeth inſolvent; the Factor is to make good that Debt for the ſaid goods ſo Sold, becauſe he gave no advice to the owner of the Sale of the ſaid at convenient time, even as if he had Sold thoſe goods unto a man contrary to the Commiſſion given unto him; for the ſalary of Factorage bindeth him hereunto.

If a Factor by order or Commiſſion of a Merchant do Buy Commodities above the price limited unto him by the ſaid Merchant, or that they be not of that ſort, goodneſs, or kind as he is willed to Buy; this Factor is to keep the ſame for his own Account, and that the Merchant may diſclame the Buying of them. The like he may do if the Factor, having Bought a Commodity according to his Commiſſion, do Ship the ſame for another place than he hath Commiſſion to do.

If a Factor do Sell a Commodity under the price limited unto him, he is to make good the loſs or difference of the price, unleſs he can give a ſufficient reaſon of his ſo doing: Wherein he is to conſider the diſpoſition of the Merchant for whom he deals, as is before noted.

If a Factor Buy Commodities according to his Commiſſion, and afterward the price of them riſeth, and thereupon fraudulently he ladeth them for another place, contrary to his commiſſion, to take the benefit thereof, in this caſe the Merchant ſhall recover dammages againſt the ſaid Factor by the Cuſtom of Merchants, upon proof made thereof.

If

If a Factor by the advice of a Merchant do Buy a Commodity for that Merchants Account, with the ſaid Merchants Money, or by his Credit, and the Factor giveth no advice of it to the ſaid Merchant, but doth Sell the ſame again for his own benefit and gain; the Merchant ſhall recover this benefit of the ſaid Factor, by the Office of Prior and Conſuls, according to the Cuſtom of Merchants, and ſhall be moreover amerced for his fraud.

If the Factor do Sell another mans Commodity to a man diſcredited, who cannot uſually (as before) Buy Commodities at the ordinary price, as other men, and it falleth out that this man breaketh; the Factor ſhall pay for the ſaid goods, as ſhall be thought they were worth; unleſs he can prove that he was ignorant of the parties weak Eſtate and Credit, or that he Sold him goods of his own Account alſo, which argueth plain dealing, or that he had Commiſſion of the other man to deal for him, as if it were for his own proper goods, as hath been declared. And yet in this caſe he cannot barter any of the ſaid Commodities for other Commodities, but he muſt have expreſs Commiſſion and Order for it from the Merchant; neither can he transferr or ſet over any Bills Obligatory in nature before declared. For albeit this manner of Commiſſions given to Factors is very large, yet it containeth certain reſtrictions and limitations, in every Merchants underſtanding.

Barter.

Bills of Debt.

If a Factor ſhall by a falſe entry in the Cuſtom Houſe, either unawares or of purpoſe, conceal part of the Cuſtom, without conſent or privity of the Merchant, whereby the goods become forfeit to the Prince; the ſaid Factor ſhall bear the loſs of them, and anſwer the value thereof unto the Merchant, as they did coſt, if it be for goods to be tranſported; or as they might have bin Sold, if it be for goods to be imported.

Cuſtoms.

If a Factor or Merchant do colour the goods of Merchant ſtrangers, in paying but Engliſh Cuſtoms (although he did bear the adventure of the Seas for the ſaid goods) he runneth into a *Præmunire*, and forfeiteth all his goods unto the King, and his Body to perpetual Impriſonment.

If a Factor, by a Letter of advice, or by an Invoice of Commodities which the Merchant ſendeth, doth make a ſhort entry into the Cuſtom Houſe, the goods not entred ſhall be loſt, but the Factor cannot be charged with the ſame.

If a Factor make return unto a Merchant for the provenue of his Commodities Sold, in prohibited goods which may not be tranſported, and have no Commiſſion from the Merchant to do the ſame; he ſhall bear the loſs of thoſe goods, if they be ſeiſed upon for the King, or taken as forfeited. But if it be upon Commodities to be imported, the Factor is in no fault; howbeit he ought to give advice to the Merchant, what Commodities are forbidden to be imported or exported, according to the pleaſure of Princes, which are abſolute Governours in their Havens, Harbours, Ports, or Creeks.

Prohibited Commodities.

If a Factor commit any unlawful act by the direction of the Merchant, be it for the tranſportation of Gold or Silver into the parts beyond the Seas, or otherwiſe; and if it happen thereupon that the ſame be taken, the Merchant beareth the loſs: And yet the Factor is ſubject to pay trebble damages by the Law, if it be followed within the year; or may be fined for the ſame in the Star-chamber, although it be many years after.

Moneys.

If a Factor do pay Money for a Merchant (without Commiſſion) to another man, it is at his peril to anſwer for it: And if he deliver another mans Money at intereſt, and take more than the toleration of the Statute (which is ten in the hundred by the year) whereby the ſaid Statute againſt Uſury taketh hold of him, and the Money is loſt; the ſaid Factor is to be charged therewith, and to make good the Money unto the Merchant.

If a Factor, having received other mens Goods or Moneys into his cuſtody, be robbed of the ſaid Goods and Moneys, he is to bear the loſs, and to make good the ſame unto the Merchant; but not in caſe where the unmerciful Elements of Fire and Water ſhall deſtroy the ſaid Goods or Moneys, or where a Town is ſacked or pilled: Which is always to be born by the owner or proprietary of the ſame.

Loſt goods.

Damnified Commodities.

If a Factor buy a Commodity, which afterward becometh damnified by ſome accident or caſualty, whereby the Merchant (for whoſe account he bought the ſame) becometh a loſer; that Factor is not to be charged with any part of the loſs. But if the Commodities were damnified before, then he is to bear ſome part of the loſs, although it hapned to be known afterwards. A Factor bought for a Merchant of *Amſterdam* one hundred tuns of Alloms, which came from *Civita Vecchia*, laden with ſome Candia Oyl, whereof ſome part ſpilled upon the ſaid Allom; afterwards the ſame being mingled together, was ſold and tranſported to *Amſterdam*, and there ſold to the Dyers of *Harlem*, *Amſterdam*, and *Roterdam*; who uſing the ſame, found their Cloth ſtained in divers places; for where the Oyl touched, there the Colour could not take, ſo that they became great loſers, as appeared by divers teſtimonies. The Factor did thereupon demand reparation of damages of him who had ſold him the Allom, and the Merchant did the like of the Factor, for there was above 300 ℔ loſt. Whereupon the matter was much debated amongſt Merchants both here and beyond the Seas, and they did deliver their Parecer or opinions in writing, and being found that the Factor had knowledge that ſome Oyl was ſpilled upon the Allom, and nevertheleſs bought the ſame, he was adjudged by the ſentence of Merchants, to pay the one half of the ſaid loſs, and the other half was born between the Dyers and the ſaid Merchants of *Amſterdam*: And he that ſold the Alloms was cleared and fully paid. So that in theſe caſes the circumſtances and accidents are to be conſidered.

The Parecer of Merchants.

Loſs by Money.

If a Factor do receive Money for other mens Accounts, which are afterward decried, or ſome loſs doth happen by Exchanging the ſame, be it upon Copper Moneys, or light Gold taken for Merchandiſes ſold; every man is to bear that loſs proportionably according to his ſum, and the Factor is to ſuſtain no damage thereby, unleſs it were for falſe Coin by him received, which he is bound to know.

Letters of Credit.

If a Factor be required by a Merchants Letter of Credit, to give Credit unto others, he muſt look more preciſely to obſerve the ſame accordingly: Which Letters of Credit are either ample, or reſtrained to certain conditions and limitation of time, place, perſons, ſums, and many other circumſtances. If they be ample, then is it dangerous for the giver of the ſaid Letters of Credit, and may alſo procure a loſs to fall upon the Factor; wherein conſideration muſt be had both ways. Suppoſe A. B. of *London* writeth his Letter to C. D. of *Antwerp* in theſe words; *If E.F. of* Amſterdam, *or any other of my Friends there, draw by Exchange upon you any ſums of Money; it may pleaſe you to follow his and my Friends order: I will be your warrant for all, and have a care that all ſhall be accompliſhed orderly.* C.D. of *Antwerp* the Factor, in this caſe doth accept from time to time many Bills of Exchanges, and paid them accordingly, and taketh up the Money (by the direction of E. F. of *Amſterdam*) for *Spain* and other places; and ſo continueth the ſame for a long time, by way of Rechange from one place to another, upon the ſaid Credit of A.B. of *London*. At laſt this Factor C. D. becometh ſuſpitious, becauſe of this long continuance of Money by Exchange and Rechange, and writeth unto the ſaid A.B. of *London*, to know whether he is contented to continue his former Credit by him given to E.F. of *Amſterdam*? A.B. continueth the ſame, but with a limitation to a certain ſum, not knowing what ſum of Money the ſaid C.D. was ingaged for the ſaid E.F. of *Amſterdam*, for C.D. gave him no notice of it at that time: Hereupon it falleth out, that E. F. of *Amſterdam* becometh inſolvent, and being much indebted to C.D. the Factor of *Antwerp*, this Factor requireth his ſatisfaction at the hands of A.B. of *London*, according to the former Letter of Credit. A. B. doth anſwer, that he had reſtrained and limited the ſaid Credit to a certain ſum, which indeed did cut off all former matters, ſeeing C. D. gave him no notice of the Moneys owing before, and A.B. was only to anſwer for the Money which was taken up by the ſecond Letter of Credit, according to the ſum limited; otherwiſe A. B. had been cleared of all. But if C.D. did continue thoſe Moneys by Exchange and Rechange, upon the Credit of A.B. and the Factor (with whom he had correſpondence) doth become abſolvent, and thereby C.D. the Factor is damnified and payeth the Moneys running

Exchange and Rechange.

Limitation of Letters of Credit.

by Exchange, or is bound to pay the ſame, this Factor is to be ſaved harmleſs by A. B. becauſe he took up, or cauſed to be took up the ſaid Moneys originally: So that his Credit was the efficient cauſe of it, and the Factor is to be regarded herein in all reaſon. The Efficent cauſe always to be regarded

If a Factor do accept Bills of Exchanges of a Merchant, with order to Rechange the ſame again upon him, or to take it up for Exchange by another place or places, where he the ſaid Factor ſhall find it to be for the moſt benefit of the Merchant: If this Factor take up the ſame according to his beſt skill and knowledge, although it be found contrary to the Merchants intention, the Factor is not to be charged, and the Merchant is to ſave him harmleſs for the principal, with Exchange, Rechange, and all charges of Factoridge.

If a Factor do make over Money for another mans Account by Exchange unto another man or Merchant, before he hath notice that this Merchant is broken, and the Bills of Exchange are not due; this Factor hath authority to countermand the payment of this Money, although the party upon whom this Bill of Exchange is directed, had accepted the ſame. And if the ſaid party ſhould pay the ſame before it was due, he is to repay the ſame again to the ſaid Factor, as having paid it to his own wrong, contrary to the Cuſtom of Merchants in Exchanges.

If a Factor do fraight a Ship for ſome voyage to be made going and coming, for a Merchants Account, and by his commiſſion and order, whereof a Charterparty of fraightment is made by Indenture between him and the Maſter of the Ship; this Factor is liable for the performance thereof, and to pay the fraight of all things accordingly. But if the Ship be only fraighted outwards, and the Factor ladeth the ſame with ſome goods, then theſe goods are liable for the fraight, and the Maſter can demand nothing of the Factor by the Charterparty, but muſt look to be paid by the party that receiveth the goods, according to the Bill of lading; whereby it is conditioned, that the fraight ſhall be paid upon receipt of the ſaid goods. And ſo is it alſo if a Ship be fraighted to go to divers parts, as it were bound from one place to another, and to be free in the laſt place of his diſcharge: For the Maſter muſt ſtill have an eye to be ſecured by goods, unleſs there were an expreſs condition made in the Charterparty to the contrary, or that the Ship were fraighted by the great for a certain ſum of Money to be paid by an agreement. Fraighting of Ships. Bills of lading.

If a Factor do fraight a Ship for another man, or for his own account, and when it comes to the place appointed to unlade, there are no goods to relade the ſame, or there wanteth Money for the lading thereof; if the Maſter do not ſtay out all his days of demourer, agreed upon by the Charterparty of fraightment, and make a Proteſt againſt the party that he was conſigned unto, to give him his lading within that time, but cometh away before that time be expired, and although he maketh a Proteſt, for that he is not laden; yet the Factor is to pay him no fraight at all, unleſs for the fraight outwards it were conditioned by the Charterparty. But if the Maſter do ſtay out his time, then the Factor is to anſwer the fraight, although the Maſter had laden his Ship with Salt for his own account: For if the ſaid Ship had been laden only with Salt by the Merchant which it may be would not pay half the fraight, yet the Factor or Merchant may at their pleaſure abandon the ſame to the Maſter for his fraight, and the Maſter can demand no more of the Factor by the Charterparty. But if the Maſter doth take in Salt, and lades his Ship by his own means, before the days of demourer are expired, and that by ſome condition made by the Factor, he may claim fraight: Then the Factor is to have the benefit of the Salt in defalcation of the ſaid fraight. Proteſt for not lading. Goods to be abandoned for the fraight.

If a Factor do fraight a Ship for a Merchant, and afterwards the ſaid Ship is taken to ſerve the King ſome few days, within the time agreed upon for the lading; and hereupon the Merchant diſclaimeth the fraighting of the ſaid Ship, albeit the Factor did proceed to lade the ſame: In this caſe the Factor ſhall not bear any loſs; but what dammage ſhall be adjudged to the Maſter, the Merchant is to ſave the Factor harmleſs of it.

If a Factor do hire a Ship by the Moneth for another Merchant, or for his own account,

count, and ladeth the ſame being ready to depart; afterwards the King makes a general Embargo or reſtraint upon all Ships for a time; the Maſter cannot demand any fraight of the Factor for and during the ſaid time of arreſt: And if the Ship be unladen again, and imployed in the Kings Service, the Factor is free of all agreements or Covenants with the Maſter.

Money given for fraighting. If a Factor do receive a ſumm of Money of the owners of a Ship, in conſideration that he fraighteth the ſaid Ship for a voyage, promiſing to repay the ſaid Money at the return of the ſaid voyage: If the ſaid Factor hath fraighted this Ship for another mans Account, this Merchant is to have the benefit of this Money during the time; and if the Factor conceal the ſame, he is to repair the damage thereof, which is to be conſidered both for the intereſt, and adventure of the Seas, for the ſaid owners bear the ſame: And it is ſupoſed that the Merchant would have aſſured ſo much the leſs, or (by employing that Money toward the lading of the Ship) he ſhould diſburſe ſo much Money leſs to make the ſaid voyage; and it may be thought, that in regard of that Money, the fraight is made the greater, whereof the ſaid owners of the Ship have had a conſideration, by diſburſing the ſame.

Aſſurance. If a Factor be required to make aſſurance for a Merchant upon a Ship or goods laden for a certain voyage, and have Moneys in his hands to pay for the *Premio* or the price of Aſſurance; and this Factor doth neglect the ſame and giveth no notice of it to the Merchant, who might have made aſſurance in another place, and the ſaid Ship or goods do periſh at the Seas: This Factor is to anſwer the damage, unleſs he can give ſome ſufficient reaſon for the non performance of the ſaid Order or Commiſſion.

Compoſition made without order. If a Factor having made aſſurance upon goods laden, which afterward are taken by the enemy, maketh any compoſition with the Aſſurers for the ſame, without Order or Commiſſion for it, he is to anſwer the whole Aſſurance to the Merchant. A Merchant cauſed a Ship to be fraighted and laden with Commodities for *Conſtantinople* by a Factor of *London*, himſelf dwelling at *Antwerp*, and being a Subject to the King of *Spain* in the late Wars, cauſed 2000 ℔ to be Aſſured at *London* upon the ſaid goods; the Ship and goods was taken by the Gallies of *Sicily*, and brought to *Palermo*, where it was proved that the goods did appertain to the King of *Spain* his Subjects, but that there was 2000 ℔ Aſſured at *London* by Engliſh Merchants, their Enemies in thoſe dayes; pretending thereupon to take the ſaid goods for forfeited, or ſo much of them as ſhould amount to the ſumm ſo Aſſured. Hereupon the Aſſurers, having intimation from the Factor of it, deſired to make ſome compoſition, to avoid that danger, whereby the goods alſo might be ſooner cleared, and the poſſeſſion obtained for the owner and proprietary thereof, which was the Merchant of *Antwerp*, wherein expedition was required. The Factor, in regard of the ſaid expedition, did not ſtay to receive an anſwer from the Merchant what he ſhould do, but maketh a compoſition with the Aſſurers, for 60 ℔ for the 100 ℔ to be payd inſtantly. The goods were afterwards all recovered, whereof ſo much as had bin Aſſured, was formerly relinquiſhed unto the Aſſurers, for the Merchant would not condeſcend to make any compoſition with the Aſſurers. So that the Factor did bear the adventure to loſe 2000 ℔ for ſome 1200 ℔, which he had received, if the goods had not been recovered: And therefore the ſaid Factor took to himſelf the benefit of this compoſition, by the advice of the experienced Merchants.

Accounts. If a Factor by error of Account do wrong unto a Merchant, he is to amend and make good the ſame, not only for the principal, but alſo with the intereſt for the time. So on the contrary, if a Factor for his own wrong have forgotten to charge the Merchants Account with ſome parcels payd out for him, or made over by Exchange; the Merchant is to anſwer for it with intereſt for the time. In theſe precedent obſervations are compriſed all other caſes of differences which may happen between Factors and Merchants.

CHAP.

CHAP. XVII.

Of the begining of Sea Laws.

HAVING in the former Chapters methodically intreated (as alſo in this hitherto) of the matters therein intended; nevertheleſs according to the Contents of them, the matter being of ſeveral natures, runneth promiſcuouſly, but in the end will perform the work. For as the roundneſs of the Globe of the World is compounded of the Waters and the Earth; ſo this worke of the Law Merchant cannot be compleat without the Sea Laws, ſo called (Laws) becauſe they are written and known: For without Navigation, Commerce is of ſmall moment, ſo that the Land affaires ſhall be intermixed with Sea-faring matters accordingly.

Some do attribute the firſt making of Sea Laws to the *Phœnicians* and *Carthaginians*, becauſe *Pliny* doth aſcribe the Art of Sailing unto them. But by the moſt antient Records the beginning muſt be from the inhabitants of the Iſland of *Rhodes*, ſcituated within the *Mediterranian* Sea, who were moſt famous for Shipping and Sailing, (as *Strabo* hath written) and ſurpaſſing all Nations in the knowledge of equity in maritime cauſes: And the *Mediterranian* Sea was for above one thouſand years only ruled by their Law, called the *Rhodian* Law, although augmented with ſome additions by the *Romans*. At laſt (as ſome have recorded) when all ſorts of Laws by the everſion and lacerating of the *Roman* Empire were in a manner Buried, the Rulers of *Rome* in the year 1075 made new Sea Laws and Statutes, and ſo did every cheif Sea-faring Town upon the ſaid *Mediterranian* coaſt, adding thereunto other Ordinances. So did they of *Marſeilles* in the year 1162; *Gennoa* in the year 1186; they of *Peloponeſſus* called *Morea*, in the year 1200: The *Venetians* in the year 1262; *Conſtantine* 1270; *James* King of *Arragon* the ſaid yeare; *Peter* King of *Arragon* 1340; and they of *Barſelona* 1434: Which Laws are are collected and extant unto this day. But on the great Ocean Seas the firſt Laws were made by the inhabitants of the Iſland of *Oleron*, ſcituated on the Sea Coaſt of *France* near *S. Martin de Rea*, againſt the River of *Charante*, which was called *Le Roll d'Oleron*: By which the controverſies on that Coaſt were determined, and the ſaid Laws were afterwards diſperſed and brought in uſe in *England* and the *Low-Countreys*: Whereupon divers Statutes both in *England* and *Scotland* have been inacted for Sea-faring buſineſs; and in like manner divers ordicances in the *Low-Countreys*, eſpecially ſince their Fiſhing trade began.

Rhodian Law.

The Law of *Oleron.*

Edward the third King of *England*, cauſed with the advice of divers men of knowledge and experience in martime cauſes, divers Articles to be ſet down, and theſe were inrolled and obeyed for the government of the Admiral Court. And the *French* King *John* made his Contracts with King *Edward* accordingly, concerning the Fiſhing trade, as by the Records extant in the Tower of *London* (where I have ſeen them) may appear.

Admiralty Court in *France.*

Francis the *French* King, and *Henry* the third of *France*, have made ſome Statute-Laws concerning the Courts of Admiralty; but the ſubſtance of all doth concurre and agree with the Laws of *Oleron*, whereof we ſhall intreat more hereafter.

Frederick the ſecond, King of *Denmark*, at a Parliament holden at *Coppenhaven* in the year 1561, hath abridged, as alſo ſet down certain Acts or Statutes for the ruling

ruling of Sea matters, but for the moſt part agreeing alſo with the ſaid Laws of *Oleron*, which you ſhall finde in this Treatiſe ſet down upon every occaſion offered unto me, to make Application of them in the Chapters following.

CHAP. XVIII.

Of the manner of Proceedings in Sea-faring Cauſes.

ALL controverſies and differences of Sea-faring Actions or maritime cauſes ought to be decided according to the Sea Laws, which took their beginning from Cuſtoms and Obſervations; and from them is the interpretation of the ſaid Law to be taken. And if any Caſe ſhall fall out that was not known before, neither written down and authoriſed as a Law, then the ſame is to be determined by the Judge, with the opinion of men of experience and knowledge in the ſaid Sea-faring Cauſes. And herein is all convenient expedition required, that the matter may be ſummarily and briefly determined, eſpecially in Caſes of Shipwrack, wherein delayes or protractions in Law is a to vex ſuch afflicted perſons.

Witneſſes in cauſes Maritime.

Therefore to prevent Appellations, preſent execution and reſtitution of goods is uſed in cauſes of ſpoil, upon caution firſt found by the ſpoiled, to ſatisfie the condemnation to the Judge, if there be juſt cauſe found of Appellation: And to this end alſo it is permitted, that witneſſes of the ſame Ship may be examined, although the adverſe party be not called thereunto, Merchants and Mariners Sailing together in one Ship may beare witneſs each to other, and Mariners againſt the Maſter, when they are free and out of his command.

The Plantif is to finde Sureties to pay coſts and damages if he do fail in his proof; and the Defendant is to put in caution to ſatisfie the ſentence, *Judicium ciſti, & Judicatum ſolvi.*

If the Defendant doth ſtand out, or commit a contempt by not appearing to defend himſelf or Ship, or things challenged; the Judge of the Admiralty may (after four defaults entred) deliver the poſſeſſion of the ſaid Ship, or any other thing, or part thereof, to the Plaintif, putting in Sureties for one year and a day; and if the party appear not within that time, then the property is finally adjudged to the Plaintif. And if he do appeare within the time, offering to pay the expences, and putting in caution to obey and perform the definitive ſentence he ſhall be admitted. But his Caution or Sureties are liable abſolutely for all from the beginning, and cannot be diſcharged, as the Bail may be at Common Law, bringing in the party at convenient time. Summons and Citation are not needful, where the Ship or goods in queſtion are forthcomeing, but may be done in the ſame places where it lieth, or goods are found.

Difference between caution in the Admiralty, and Bail at the Common Law of *England*.

If any man be arreſted or troubled for the like matters, he is preſently to be diſcharged upon Sureties, and eſpecially Mariners, becauſe they ſhall not be hindered of their voyage: Which he may do with ſo much goods, or the value thereof, as he hath on Shipboard, at the Judges diſcretion: Becauſe otherwiſe Traffick and Commerce is hindred.

CHAP. XIX.

Of Buying and Selling of Commodities by Contract.

THE Buying and Selling of Commodities by Contracts may be diſtinguiſhed three manner of ways, namely, Regal, Notarial, and Verbal.

The Regal Contracts are made between Kings and Princes, and Merchants, which cauſed the Kings of *Portugal* to be called Royal Merchants. For whereas the *Venetians* had the trade for Spices and other Commodities of the *Eaſt-Indies*; the *Portugals* upon the diſcovery of thoſe parts by Navigation did bereave the *Venetians* of that trade, as by the revolution of time, other Nations have almoſt compaſſed that trade of Spices, and taken the ſame from the *Portugals*. The Kings of *Portugal* had alwayes the one moity of the Pepper by way of Contract, and for that they would Contract again with the *Germans*, or other principal Merchants of other Nations and of their own, to deliver the ſame upon a price agreed, upon the arrival of the Carrackes at *Lixborn*, according unto which it was Sold again with reputation to other Merchants, and diſperſed into divers Countreys; and ſo was it alſo done for Cloves and Mace, and ſometimes for Indico, and the payments were made by aſſignation in the Banks of *Madrill*, *Lyons*, and *Bizanzon*, and ſometimes at *Florence* and other places: Hereupon was the Contraction houſe at *Lixborn* erected and named accordingly, where the ſaid Spices and Commodities are Bought and Sold again. Regal Contracts called by the Civilians ſolemn.

Such are the Contracts which the King of *Spain* doth make with Merchants for the proviſion of Corn for his Towns in *Africa* upon the Coaſts of *Barbary*, as *Ceuta*, *Moſegam*, *Tanger*, and other places, the payment whereof hath been made again by Pepper, upon ſome eſpecial Contract, and the Merchants have thereupon alſo made other Contracts with Merchants of the *Low-Countreys* to deliver them that Pepper at *Amſterdam*, and to take Corn in payment. But the caſe is ſince altered by the Incorporating of the *Eaſt-India* Trade.

Such were the Contracts made by the *French* King *Henry* the third, with the great Merchants of *Italy*, called *Le graund Party*, for Salt, which they by authority did ingroſs for the King, and brought alſo from other Countreys by ſole permiſſion, cauſing every houſhold in all *France* to make a proportion yearly, or to pay for it, whether they had occaſion to uſe it or not; which was an *Italian* invention, and for this they paid by Contract unto the King 600000 pound ſterling (being two millions of *French* Crowns) yearly.

Such were the Contracts which Queen *Elizaleth* of bleſſed memory made with Merchants of *London* for the proviſion of Victuals and Apparel for the Souldiours in *Ireland*, during the late Wars with the Earl of *Tyrone*, which did amount to very great ſums of Money; inſomuch that the ſeveral Contracts for Apparel came to ninety thouſand ſuits of Apparel, as I have ſeen by the Records and accounts extant in his Majeſtys Court of Exchequer.

All theſe and ſuch like Contracts are made by Commiſſions granted for that purpoſe to ſome great Officers of the Kingdom, who have thereby authority to Contract for the ſame with Merchants and others.

Notarial Contracts have partly dependance upon the ſame; for when thoſe Merchants which have Contracted with Kings or Princes, are to provide ſuddenly thoſe things Notarial Contracts called Publick.

things which they have contracted for, or to diſpoſe of the Commodities which they have bought or ingroſſed into their hands: Then they deal with other Merchants, either to provide them of ſuch Commodities, or to ſell them ſuch as they have bought. And theſe Contracts are made by publick Acts or Inſtruments before Notaries, to the end that all things agreed upon on either ſide may be duely accompliſhed. And in theſe great Contracts beyond the Seas, the paiments are (the moſt part for great ſums) made in Banks alſo, becauſe of the commodiouſneſs of it, as you ſhall note hereafter. Beſides this, many Merchants do make Contracts, and paſs them likewiſe before Notaries or Scriveners, becauſe that things Contracted for many require time to effect them. As for example, a Merchant Adventurer ſelleth unto a Merchant of *Middleborough* two or three hundred Clothes of known marks (whereby the goodneſs is alſo known) at a certain price, the pack of ten Clothes, to be delivered at *Middleborough* from time to time, during the ſpace of ſix Months, and the *Middleborough* Merchant doth agree, that for the paiment of theſe Clothes he will ſend to the Merchant Adventurer Linnen Cloth, and divers other Commodities to be ſold in *London*, to pay himſelf as aforeſaid; which Commodities are alſo ſent from time to time, within the compaſs of the ſaid time of ſix Months, and the reckoning between them ſhall run accordingly. Hereupon a Contract is made in writing before a Notary publick, and therein divers conditions are to be ſpecified and obſerved. First it is agreed, that concerning the price of the Clothes ſold, amounting to ſuch a ſum ſterling Money, called lawful Money of *England*, there ſhall be given for every twenty ſhillings or pound ſterling, ſo many ſhillings and pence as they ſhall agree, according to the price of Exchange amongſt Merchants, and theſe are ſhillings and pence Flemiſh Money, whereof there is 35, or 36 ſhillings, or 35 ſhillings and ſix pence, or 36 ſhillings and 8 pence given or allowed in account between them for twenty ſhillings ſterling, and ſo after the rate for ſo many hundred pounds or thouſand pounds as the Clothes may amount unto. Secondly it is agreed, that the Merchant Adventurer ſhall bear the Adventure of his Clothes, and deliver them upon his Adventure, charge, and danger of the Seas, with all caſualties, unto the *Middleborough* Merchant, within the Town or Ware-houſe of the Merchant there: And likewiſe that the *Middleborough* Merchant ſhall bear the Adventure of his Linnen Cloth, and other Commodities, anſwer the Kings Cuſtoms, and all other charges incident upon the ſaid Commodities, until they be freely taken up into the Merchant Adventurers Ware-houſe here. Thirdly, it is agreed between them (theſe forrein Commodities being ſold paiable at times of paiment) that if any bad debts ſhould be made thereby, either the *Middleborough* Merchant is to bear the loſs thereof, or elſe the Merchant Adventurer doth take the hazard and Adventure of it upon him, for the conſideration or allowance of double Factorage, or two upon the hundred. Fourthly it is agreed between them, that if the paiment of the Commodities of the *Middleborough* Merchant be not made within the time of ſix Moneths, according as the Clothes were ſold; then the Merchant Adventurer is to have allowance for the Money by him not received within the time, after the rate of ten upon the hundred for the year. Laſtly, (becauſe the Merchant Adventurer takes pains in the ſelling of the Merchandiſe and Commodities of the *Middleborough* Merchant to pay himſelf) it is alſo agreed upon, that the Merchant Adventurer ſhall have allowance of Factorage for it, after the rate of two *pro Cent.* which he ſhould have given to another Factor to ſell the ſame for him. This is the ſubſtance of a Merchants Contract, wherein it ſeemeth all things have been well conſidered and agreed upon; yet the principal matter for good and ſure dealing is omitted, which is not only to covenant that the *Middleborough* Merchant ſhall ſend him good and Merchantable Wares or Commodities to make Money of, or to ſell to good Cuſtomers that will make him good paiment; but eſpecially, that the Merchant Adventurer ſhall not be compelled to ſend him more Clothes than the value of the Commodities received ſhall amount unto from time to time. And further, if he do not ſend him within the time the quantity of Commodities requiſit to pay himſelf for ſo many Clothes; the ſaid *Middleborough* Merchant ſhall pay him the damages ſuſtained by the employment of his Money in

Conditions of a Merchants Contract.

Defective Contracts.

Clothes

Clothes, or a certain ſum of Money agreed upon between them for non-performance thereof.

In like manner a *London* Merchant doth Contract with a Merchant ſtranger here, and Buyeth of him a certain Commodity, whereof the goodneſs is commoly known by the mark, or otherwiſe by the Fabrick or making; as Velvets, Sattin, Silks, Fuſtians, or other Commodities to be here delivered unto him by ſuch a day, or within ſo many Moneths, at the price agreed upon between them, with the manner of payment, and other conditions agreed alſo. Hereupon likewiſe paſſeth a Notarial Contract, which is performed accordingly. But put the caſe that the price of the ſaid Velvets and Silks by ſome accident or occaſion doth fall, and the *London* Merchant doth repent him of his Bargain and Contract, and now ſome of the ſaid forrein Commodities are come from beyond the Seas, and arrived within the River of *Thames*, whereupon the Merchant ſtranget giveth notice unto him of it, and the *London* Merchant ſeemeth unwilling to receive the ſaid Commodities, and is conſtrained either by a Scrivener or Witneſs to offer unto him the ſaid Commodities according to their Contract. Here note that this offer or tender ſo made is of no validity or force in Law; for until the Kings Cuſtom is paid for the ſaid goods, and that you have received them into your power or cuſtody, you can make no lawful offer of them. Moreover, if you have paid the Kings Cuſtom for them, and have them in your cuſtody and power, and do make tender of them before the time, yet the Law is not ſatisfied herein, but you muſt tender them alſo upon the laſt day of the delivery, becauſe the damages to be given unto you by Law muſt take a certain ground from the limitation of time, and not upon caſualties; for it might fall out, that the price of the ſaid Commodities ſhould riſe within that time, and you might Sell them for a greater gain, and by that time of the laſt day of your delivery they might be fallen again in price, and you might have provided another parcel for the ſame; ſo that both by the Common Law and the Law Merchant you are to make your tender upon the very day by a Scrivener or with competent Witneſs, whereof I have ſeen ſufficient trial in Law. And according to theſe two examples, you may judge and conſider of all other the like Contracts we call Notarial.

Tendering of Commodities Sold by Contracts.

Verbal Contracts are made between party and party, or by means of Brokers or Mediators, and that only by word without writing. Such are the dayly Buying and Selling of Commodities, either for ready Money, or payable at ſome dayes of payment; wherein the meditation of a Broker is moſt neceſſary. For as it would be troubleſom to uſe Scriveners in every bargain, ſo is it commodious to uſe the means of Brokers; the Commodities are not only Bought and Sold with more credit and reputation, but all controverſies which do ariſe by miſadventure or otherwiſe are ſooner determined, and a Sworn Broker is taken as a double Witneſs, if he do produce his Book, with a *Memorandum* of the bargain, as the ſame was agreed between both parties. By which many Variances are reconciled, and Differences (like to fall out) are prevented.

Verbal Contracts called privat.

I had almoſt forgotten the moſt memorable Contracts that ever were, whereby the Philoſophers *Elixar* or Stone is found, turning Lead, Paper, and Ink into Gold and Silver; which is the Contract of Popes for the Cruſados or Bulls, whereof there are certain Contractors, who for a certain ſum of Money yearly to be paid, do receive authority to diſperſe the ſaid Pardons or Bulls into the *Weſt-Indies*, *Peru*, *Nova Hiſpagnia*, and all thoſe quarters of the World, and every reaſonable Soul muſt have one of them yearly. And that this is the moſt beneficial Contract, I prove thus.

The moſt beneficial Contract.

In the year 1591, Pope *Sixtus Quintus* cauſed two Ships to be laden out of *Spain* for the *Weſt-Indies* as aforeſaid, with ſome 100 Butts of Sack, 1400 little Cheſts, containing each of them three ordinary ſmall Barrels of Quick-ſilver, weighing 50 ℔ the piece, to refine the Silver withal in the ſaid *Indies*; and moreover, a great number of packs of the ſaid Printed Bulls or Pardons granted at that time, to make proviſion againſt the Hereticks; forſomuch that the great *Armado* in year 1588 had ſo much

much exhauſted the Treaſure of *Spain*. Theſe two Ships were met withal at Sea by Captain *White*, who was laden and bound for *Barbary*, and brought into *England* by him, where the Commodities were Sold; but the Popes Merchaudiſe (being out of requeſt) remained a long time in ware-houſes, at the diſpoſing of Queen *Elizabeth*; until at laſt, at the earneſt requeſt of her Phyſitian Doctor *Lopez*, ſhe gave all the ſaid great quantity of Bulls unto him, amounting to many thouſands in number. This Courtly Merchant, falling in communication with an *Italian* Knight who had been a Merchant, did conclude with the ſaid Knight to make a partable Voyage between them, and to ſend thoſe Bulls into the *Weſt-Indies*; and accordingly a Ship was fraighted and laden with the ſaid Bulls and ſome other Commodities, and did perform the ſaid Voyage to the *Indies*. But no ſooner arrived, the Popes Contractor for that Commodity did ſeiſe upon all the ſaid Bulls, and cauſed an information to be given againſt them, that they were infected, having been taken by Heretiques. It was alledged that they were miraculouſly ſaved, but loſt they were and confiſcated, and ſo Covetouſneſs was well rewarded. But running to prove this beneficial Contract, I was at the time of the taking of the ſaid Bulls, willed by Authority, to make and eſtimate what the lading of theſe two Ships might coſt, and what they might have been worth in the *Weſt-Indies*, according to the rate of every Bull, taxed at two Royals of plate, and ſome four, and ſome eight Royals, according to their limitation, every one being but one ſheet of Paper. And by one computation the lading did not coſt fifty thouſand pounds, and would have yielded above ſix hundred thouſand pounds. For theſe Contracts are fervent and full of devotion, containing alſo a commandment, That their beds ſhould be Sold, rather than any one ſhould be without a Bull; for the ſafety of the Soul was to be preferred before the health and eaſe of the Body.

The Pope his Merchandize.

Now before we entreat of extravagant Contracts in the Buying and Selling of Commodities in ſome places, it will not be impertinent to note the obſervations and opinions of Civilians concerning Merchants Contracts, which have they diſtinguiſhed to be ſolmn, publick, or private, as in the Marginal Notes is before declared, to the end all Controverſies may be avoided in the ſaid Merchants Contracts

Merchants Contracts are to be plain.

The Civilians writing *de Contractibus Mercatorum*, or of Merchants Contracts, make many diſtinctions; but the conditions agreed upon between them are chiefly conſiderable, and to be well declared, to avoid ambiguity and conſtructions, and reciprocal things to be performed on both ſides, which bindeth them better. So that if a Contract be broken, whereby the one party is Damnified for the want of his Money or Goods not delivered, whereby he can make no benefit, and is hindred in his trade by *Lucrum ceſſans*, or the getting; the other party may juſtly demand recompence for the ſame, eſpecially if he be a Merchant: Otherwiſe ſome Civilians make the ſame queſtionable, as Fiſher-men Fowlers, and Hunters, which ſay they) cannot demand any loſs for want of their own, becauſe by their profeſſions they are uncertain, whether they ſhall catch or take any thing by their art. Nevertheleſs the Merchants Court hath an eſpecial care to perfoam well with Fiſher-men, and that with all expedition of juſtice they may be diſpatched to follow their trade, withoutany intermiſſion of time.

Fiſher-men are to be reſpected upon Contracts.

The firſt damage upon Contracts to be regarded.

This damage ſuſtained by Merchants or others, for the non-performace of Contract, cannot be demanded by a continuance of time running *Ad infinitum*, during the matter in queſtion, but muſt be demanded according to the firſt damage received, as the party can duely prove the ſame, either by Witneſſes or upon his Oath, as the cauſe may require.

Therefore when Merchants are contending in many Courts of Equity or Law, where they are delayed for many years in continual ſuit, at their great charges; then it tendeth to the interputation of Trade and Commerce in general, and the overthrow of parties in particular; whereof the Law of Merchants hath a ſingular care to provide for, and therefore doth many times (though not without danger) admit the proof to be made upon the parties Oath, if Witneſſes be abſent.

Penalties upon Contracts.

The penalties and forfeitures upon any Contract limited and expreſſed, be it *Nomine pœne* or otherwiſe, are therefore much to be conſidered of in Equity to make them ſtand,

ſtand, and to be effectual for the maintenance of Faith and Credit between Merchants, and they are conſequently much approved by all Civilians, and by their Law allowed.

In all Contracts made for a Copartnerſhip in providing of a joint ſtock, is to be obſerved, that one or the ſome of them do not defraud the other. Alſo it is approved that they may Sell their adventure to others, and the Buyer is to take the Account according to the Contract, for the Account given to the other parties in ſocieties doth always bind the Buyer proportionably in theſe adventures; and the parties dying, the Widow or his Heirs are to accept thereof accordingly, both by the Civil Law and the Cuſtom of Merchants. As is well obſerved by the Society of the Merchants Trading to the *Eaſt-Indies*, both in *England* and beyond the Seas. For it is accounted any danger to truſt a Society, and to deliver Money for Trading, and were no damages or adventures to be borne is uſurious, as ſhall be declared hereafter. Obſervations in partable Contracts.

To enter into conſideration of ſome Verbal Contracts, ſome Cuſtoms are to be obſerved, which the Civilians make queſtionable. A Merchant doth deliver ſome Money unto another Merchant, to be imployed by him for Commodities, or to be put forth to uſe for both their benefit and profit, without any limitation of time agreed upon between them; the queſtion is, when this Merchant that did deliver this Money may call for it again? Wherein moſt Civilians are of opinion, that the ſame cannot be demanded before the year be expired. Which ſeemeth the more reaſonable, if the Law will not allow unto the other party a loſs ſuſtained thereby, by Fire, Water, or any other caſualty, unleſs he do declare and manifeſt the ſame within the year. Nevertheleſs if this Money were delivered to one that maketh a continual gain by Money, as ſome Goldſmiths do, by taking the ſame for two, three, or more dayes, and allowing benefit for it; then it may ſeem reaſonable that the Money may be demanded at all times, upon warning given for the time, without which no man may be ſuppoſed to be ſo careleſs in the delivery of his or other mens Money by a Verbal Contract, as the ſaid Civilians have ſurmiſed. Verbal Contracts for Money, &c.

Again, ſuppoſe this Money were delivered to a Father and his Son jointly, whether the ſame ſhall be redemanded of the Father and the Son by equal portion half and half, or of them both? Hereupon they are of oppinion, if the Father did receive the Money, and that the Son be under the government of the Father, then the Father is to anſwer for all: But if the Son do (as it were) govern the Father, becauſe he is old, then the Son is to anſwer for the Money. Now the Law-Merchant obligeth them both to anſwer for the ſaid Money, unleſs the Son were under years. But this queſtion may be thought extravagant, for Contracts are commonly Notarial in this caſe, and between Partners, and where one Partner bindeth another, it is to be underſtood to continue the time of their Partnerſhip; whereas to become bound each to other, for ſo much as ſhall be found due, is caſual and full of cavillation. So that (as before is remembred) every thing is to be plainly expreſſed, but eſpecially to be carefully obſerved between Partners. For the Stock alſo between Partners by Contract to continue in Trade, is to be without diminution, or any other imployment to be made, during the ſaid Copartnerſhip, which is limited therefore for a time, and not by Voyages or Employments: The charges on both ſides to be limited. But hereof more upon the title of Partners or Companys. Notarial Contracts ſureſt.

To make theſe Notarial Contracts more authentick and ſure, when due regard is had of reciprocal actions, to evoid *Nudum pactum*, the Bonds made by each party to other in ſumm of Money for the performance thereof, are to be preferred before the limitation of a penalty contained in the Contract; albeit that theſe Bonds being put in ſuit, cauſeth the other party to fly into the Chancery; but the Merchants Courts proceed herein with more expedition.

There are alſo certain Merchants Contracts, which in regard of the conditions are called Extravagants, becauſe the manner either of Buying or Selling of Commodities, and the payment made for the ſame is rare, and but uſed in ſome places, which neverethleſs are made in writing by Notarial Contract, or by the Brokers Book recorded, whereof I think fit to make a Chapter apart, Extravagant Contracts.

apart, touching Commodities Sold by Brokers, as hereafter may appear.

A Merchant of *Spain* dealing for the *Weſt-Indies*, *Nova Hiſpania*, *Terra firma*, or *Peru*, and other places in *America*, will Buy a round quantity of *German* Commodities or Manufactures made there, and in the *Low-Countrys*, either Ironmongers wares as Hatchets, Axes, Knives, Bells, Beads, Needles, Baſons, Candleſticks, Counters, Locks, Nails, and divers ſorts of Commodities; and he is made acquainted by the Invoice or Cargaiſon of thoſe goods, what they did coſt in the places from whence they came, where the Merchant owner of the ſaid wares hath augmented his price in the ſaid Invoice, and ſo the *Spaniſh* Merchant doth make him an offer of ſo many Maludies for every pounds *Flemiſh*, or *Hamborough* Money, or for every Dollar or other coin whereby the ſame was Bought, according as the party by his obſervation is able to judge of the value thereof, by his often Buying of the like: But the payment is agreed to be made ſometimes after the return of the *Weſt-Indies* Fleet, that is, when moſt Ships going outward ſhall return again into *Spain*. But whether the Buyer of thoſe goods do receive the return of any provenue of the ſaid goods or not, is a matter not material to the Seller of the goods, for he beareth no adventure of bad Factors, evil pay-maſters, or other accidents, but muſt be paid at the time agreed upon, according to the ordinary cuſtom thereof, unleſs it were agreed that he ſhould bear the Adventure of the Seas for a ſum in certanty in nature of aſſurance, or upon ſome unexpected alteration which might happen in the ſaid aſſurance, which is another Contract, as hereafter will more amply appear in his proper place.

Conditions to be obſerved in them.

Another Merchant Selling by Contract, ſome Commodities to be delivered at the return of the ſaid *Weſt-Indies* Fleet, *Poſito* a certain quantity of Cutcheneal, as the price ſhall be broken in *Spain* upon the arrival of the main Partida; this Merchant commonly taketh a ſumm of Money before hand, whereof he alloweth intereſt for the time, or elſe he abateth a certain allowance in the price of the Cutcheneal leſs than the price, which by the authority and conſent amongſt Merchants is made, that is to ſay, if the beſt ſort called Miſteca be ſet at 40 Ducats the Roove of 25 ℔ weight, he ſhall abate him after 20 or 25 *per* 100. Now if the price of Cutcheneal be high or low, the intereſt of his Money formerly diſburſed (by the ſaid abatement) muſt needs be accordingly. So that the beſt advantage is to take the intereſt after a rate certain, and the price of the Cutcheneal is as it ſhall and may fall out, the like may be obſerved for all other Commodities. The Bankers have found the ſame by experience, by dealing with the Kings of *Spain* and *Portugal*, when they make Partido's with them, to furniſh them with Moneys in their occaſions, by making them to pay Exchanges and Rechanges for it after a great rate. And nevertheleſs, they will be ſure to have Pepper, or any other Commodity, at a certain rate agreed upon between them, or elſe in ready Money payable alſo at the return of the ſaid *Weſt-Indies* Fleet, albeit they do not bear the adventure of the Silver Bullion or Royals of Eight, rather admitting a Clauſe, that if the treaſure doth miſcary, they ſhall have their Moneys repaid within a certain time, and intereſt of 7 *per* 100, unleſs it be they agree for the Pepper belonging to the King, for many years to be taken at a reaſonable price, they bearing the adventure of the Seas. As the Lords Foulkers of *Germany* did Contract in the year 1592, with *Philip* the Second, King of *Spain*, whereby they became loſers, by the taking of the great Carrack the Mother of God at the Seas the next year following. Now becauſe in the preceedent Chapters we have ſpoken of a Bank, and the payment of Bankers, it will not be impertinent to intreat thereof, before any further proceeding, to the end this matter may be underſtood of every Merchant and others:

Money payable at the return of the Fleet.

CHAP.

CHAP. XX.

Of Banks and Bankers.

A BANK is properly a Collection of all the ready Money of ſome Kingdom, Commonwealth, or Province, as alſo of a particular City or Town, into the hands of ſome perſons licenſed and eſtabliſhed thereunto by publick authority of ſome King, Prince, or Commonwealth, erected with great ſolemnity in the view of all the People and Inhabitants of that City, Common-wealth, or Kingdom, with an intimation thereof made divers times, to be upon ſuch a day in the open Market place, where a ſcaffold is purpoſely erected, with an oſtentation of great ſtore of Money of Gold and Silver, ſuppoſed to belong to theſe perſons or Bankers ſo eſtabliſhed; which is unto them an attractive power to perſuade, allure the Common People to bring their Moneys into theſe Bankers hands, where at all times they may command it, and have it again at their own pleaſure, with allowing them only a ſmall matter of five upon every thouſand Ducats or Crowns, when any man will retire or draw his Money into his own hands again; which although it be but in 20 years, yet during all that time they are to have no more: So that theſe perſons or Bankers do become as it were the general Servants or Caſhiers of that Province, City, or Common-wealth. The deſcription of a Bank.

Theſe Bankers, as they have their Companies, Factors, or Coreſpondence in the chief places of Trade in *Europe*, ſo muſt they alſo keep account with every man, of whom they have received any Money into their Bank, out of which number no man of that Juriſdiction is almoſt exempted, but generally all men are deſirous to pleaſe them, and to bring their ready Money into their Bank, as alſo ſuch Money as they have in forrein parts. In regard whereof theſe Bankers do give them great credit; for if any man have occaſion to beſtow in Merchandiſe, or to pay in Money 3 or 4000 Ducats, and have but 1000 Ducats in the Bank, the Bankers will pay it for him more or leſs, as the party is well known or credited, without taking any gain for it, although it be for 3, 4, 6, or more Months.

This ſeems to be a great Commodity (as no doubt it is to men in particular) but being well conſidered of, it will be found a ſmall friendſhip, and no more in effect, than if a man did participate the light of his candle to anothers mans candle: For what is this credit, or what are the paiments of the Banks, but almoſt, or rather altogether, imaginary? As for example, *Peter* hath 2000 Ducats in Bank, *John* hath 3000, and *William* 4000, and ſo conſequently others more or leſs: *Peter* hath occaſion to pay unto *John* a thouſand Ducats, he goeth to the Bankers at the appointed hours (which are certain both in the forenoon and afternoon) and requireth them to pay 1000 Ducats unto *John*; whereupon they preſently make *Peter* Debtor for one thouſand Ducats, and *John* Creditor for the ſame ſum: So that *Peter* having aſſigned unto *John* 1000 Ducats, hath now no more but one thouſand Ducats in Bank, where he had two thouſand before; and *John* hath four thouſand Ducats in the ſame Bank, where he had but 3000 before. And ſo in the ſame manner of aſſignation, *John* doth pay unto *William*, and *William* unto others, without that any Money is touched, but remains ſtill in the Bankers hand, which within a ſhort time after the erection of the Bank, amounteth unto many millions; and by their induſtry they do incorporate the ſame; which may eaſily be underſtood, if we do but conſider what the ready Money and Wealth of *London* would come unto if it were gathered The manner of the Bankers paiments.

gathered into one mans hands; much more if a great deal of riches of other Countryes were added thereunto, as theſe Bankers can cunningly compaſs by the courſe of the Exchange for Moneys, the ebbing and flowing whereof is cauſed by their motion from time to time, as in our treatiſe of Exchanges is declared.

But ſome will ſay or demand, Cannot a man have any ready Money out of the Bankers hand, if he have occaſion to uſe it? Yes that he can: But before he have it, they will be ſo bold as to know for what purpoſe he demandeth the ſame, or what he will do with it. If it be to pay any man withal, that they will do for him, as having account almoſt with all men; for he is accounted to be of no credit, that hath not any Money in Bank.

If he do demand it to make over by Exchange in ſome Country, they will alſo ſerve his turn, in giving him Bills of Exchanges for any place whereſoever, becauſe they have their Companies or Correſpondence in every place.

If he do demand it for his charges or expences it will be paid him forthwith, becauſe it is but a ſmall ſum, and in the end the Money cometh into their hands again.

If they pay out Money to any man, that having Money in Bank, will beſtow the ſame in purchaſe of Lands, they will ſtill have an eye to have it again in Bank one way or other, at the ſecond or third hand; ſo that they once being poſſeſſed of Moneys, they will hardly be diſpoſſeſſed; and their paiments are in effect all by Aſſignation, and imaginary.

And if they have any Money in Bank belonging unto Widows or Orphans, or any other perſon that hath no occaſion to uſe the ſame, they will allow them intereſt after four or five upon the hundred in the year, at the moſt, and that upon eſpecial favor; for every man ſeeketh to pleaſe them, as in matter where *Commodum privatum* beareth the rule: For they can eaſily pleaſe men in particular in giving them ſome credit of that great credit which they have obtained in general.

The Money then remaining in the Bankers hands is imployed by them to other uſes and purpoſes.

The Bankers Trade. Firſt, they do deal with great Princes and Potentates, that have need of Money for the maintenance of their Wars; as the *Genevoiſes* and *Germans* did with the Emperor *Charles* the fifth during the Wars in *Germany*; and as the *Florentines* and others have done with *Philip* the Second, King of *Spain*, and alſo with his ſon *Philip* the Third late reigning, cauſing him to pay 20, 25, 30, and more in the hundreth by way of Exchange and Rechange, ſuppoſed to happen accidentally.

The beginning of the Bank at *Amſterdam*. Secondly, they ingroſs thereby divers Commodities into their hands. And laſtly, they carry thereby a predominancy in ruling the courſe of Exchanges for all places, where it pleaſeth them; wherefore the City of *Amſterdam* (to countermine them) have in the year 1608 alſo erected a very great Bank, for the which the ſaid City hath undertaken to anſwer, whereby they are always ſtored with Money, as appeareth, that the ſame is plentifully to be had at intereſt, at ſix and ſeven in the hundred by the year, and ſome at five and under. This Cuſtom is now ſo ſetled there, that it is as effectual as any Law.

Bankrupt. Of the breaking of ſome of theſe Banks is the name Bank rupt derived: For when Princes do not accompliſh with them then they cannot hold out, unleſs they have great eſtates of their own. *Philip* the ſecond, King of *Spain*, in the year 1596. was conſtrained to give *Facultad Reall*, that is to ſay, a Power or Faculty Royall, or a Protection unto the Banks of *Madril* and all their Aſſociates for four years; commanding that all thoſe that had dealt with them in matter of Exchange, Intereſt, Contract, Letters of Credit, or any manner of ways publickly or ſecret, and with all their known or unknown partners, ſhould not be compelled to pay any Money to their Creditors until the year 1600. But in the interim they ſhould at every ſix Months receive intereſt for their Money after the rate of ſeven *pro centum*, for the year; and if any man could not forbear his Money, he was to deliver the fourth part more in ready Money, and ſo accounted together with the intereſt due at ſeven upon the hundred,

A Faculty Royall, or Protection.

the

the two thirds of all was to be payed him, and the other third was to continue during his life, with allowance of the ſaid intereſt; and this was to be obſerved in the Kingdoms of *Caſtil*, *Arragon*, *Portugal*, and the *Low-Countries*, as alſo in the Kingdoms of *Naples*, *Sicilia*, and the State of *Milan*, and finally in all Kingdoms and Dominions under him, (for ſo are the words) and in all his Warlike Forces by Sea and by Land. This did bring the Bankers in great diſcredit, and the *Weſt-India* Trade was much interrupted by it, and ſo continued during the ſaid King his life time; and after his deceaſe, Moneys have not been plentiful in *Spain*, inſomuch, that in the year 1608, his Son *Philip* the third did give the like Faculty Royal to all men that were to pay Money at the return of the *Weſt-Indies* Fleet for one year, paying but 3 *pro cent.* to their creditors for the forbearance.

CHAP. XXI.

Of the Fraighting of Ships, Charter-parties, and Bills of lading.

HITHERTO we have been buying and dealing in Commodities, and now it will be time to advance our Commerce or Traffick, and to fraight Ships for the purpoſe to tranſport over Commodities. No Ship ſhould be fraighted without a Charter-party, meaning a Charter or Covenant between two parties, the Maſter and the Merchant: And the Bills of lading do declare what goods are laden, and bindeth the Maſter to deliver them well conditioned to the place of diſcharge, according to the contents of the Charter-party; binding himſelf, his Ship, tackle, and furniture of it, for the performance thereof. Of theſe Bills of lading, there is commonly three Bills of one tenor made of the whole Ships lading, or of many particular parcels of goods, if there be many laders; and the marks of the goods muſt therein be expreſſed, and of whom received, and to whom to be delivered. Theſe Bills of lading are commonly to be had in Print in all places, and ſeveral languages. One of them is incloſed in the letters written by the ſame Ship, another Bill is ſent over land to the Factor or Party to whom the goods are conſigned, the third remaineth with the Merchant, for his teſtimony againſt the Maſter, if there were any occaſion or looſe dealing; but eſpecially it is kept for to ſerve in caſe of loſs, to recover the value of the goods of the Aſſurors that have undertaken to bear the adventure with you, whereof we ſhall intreat in the following Chapters. Bills of lading.

The Perſons that are in a Ship may be thus in order, which although they differ in names in many languages, yet they are all one in effect. The Maſter of the Ship, the Pilot, the Maſters Mate, the Ship-wright or Carpenter, the Boats-man, the Purſer, the Chirurgion, the Cook, and the Ships boy. All the reſt are under the name Mariners, all theſe are diſtinguiſhed in hires and fees in all Countries.

The Maſter therefore doth covenant by the Charter-party, to find a ſufficient Charter-party,

Pilot, and all other the foreſaid Officers and Mariners, and to provide Shiptycht, Maſts, Sails, Ropes, Tews, Anchors, Ship-boat; with Fire, Water, Salt, and all things neceſſary, at his own expences. And this Charter-party ſo made on the Maſters part, doth commonly declare that it is, and all things therein contained, according to the Law of *Oleron*; according to which Law, if there be no writing made, and but an earneſt given, then the Merchant if he repent, loſeth his earneſt; but the Maſter if he repent loſeth the double of the earneſt.

Law of *Oleron*.

Again, if the Ship be not ready at the day appointed in the Charter-party, to go to Sea, the Merchant may not only free himſelf of her, except he hold his peace and diſcharge her not (for then by his ſilence he ſeemeth to conſent,) but alſo ſhall recover charges, intereſts, and damages, except the Maſter ſhew ſome excuſe of ſome pregnant occaſion or miſchance, which could not be avoided, and then he loſeth only his fraight, becauſe he hath not deſerved it. But if the fault be in the Merchant, he ſhall pay the Maſter his damages, or according to the *Rhodian* Law, ſhall entertain the Ship and Company ten days, and if then he ſtay longer ſhall pay the fraight of all accordingly; and further ſhall anſwer for all hurt and damages happening by Fire, Water, or otherwiſe after the time appointed. It is true, that the *Rhodian* Law chargeth the Merchant in this caſe but with half the fraight, and the Maſter with the whole fraight if he fail: Albeit that the *Romans* inflict the pain of the whole fraight upon the Merchant, eſpecially if he take out his own goods again, for then is the fraight thought to be deſerved.

Qui tacet conſentire videtur.

Rhodian Law.

But if the Ship in her Voyage become unable, without the Maſters fault, or that the Maſter or Ship be arreſted by ſome authority of Magiſtrates in her way; the Maſter may either mend his Ship, or fraight another. But in caſe the Merchant agree not thereunto, then the Maſter ſhall at leaſt recover his fraight, ſo far as he hath deſerved it. For otherwiſe, except the Merchant conſent, or neceſſity conſtrain the Maſter to put the goods into another Ship worſe than his own; the Maſter is herein bound to all loſſes and damages, except that both the Ships periſh that Voyage, and that no fault nor fraud be found in the Maſter.

Admiralty Caſes.

In the year 1587. the like matter was in queſtion with five Ships coming back without their lading, from *Ligorn* and *Civita Vecchia* into *England*, whereof my ſelf was one of the Merchants that had fraighted them, and did intend to receive lading there in Allom: But the Gallies of *Don Andrea Doria* intending to ſurpriſe thoſe Ships (the Grand *Armada* being preparing in *Spain*) they came all of them away without their lading; ſome two of theſe Ships had lien out all their time conditioned by their Charter-party, to take in their lading, and the Maſter had Notarial proteſts againſt the Factors that they ſhould have laden them. Theſe were by the Law of Admiralty adjudged to have deſerved their whole fraight. Two other Ships having not ſtaied there their abiding days, nor made any proteſt as aforeſaid, could not be found to have deſerved any fraight at all, although they were laden outward bound. The fifth Ship had a condition or Proviſo in her Charter-party, that if it ſhould happen that in her coming back out of the *Straits*, ſhe ſhould be taken or caſt away; nevertheleſs the fraight outwards (which was accounted half) ſhould be paied, and that half was adjudged unto the Maſter, and no more, having not tarried there his appointed time. And if this Proviſo had not been, he could not have recovered any thing; for when Ships are fraighted going and coming, there is nothing due for fraight until the whole Voyage be performed. So that if ſhe periſh, or be taken in the coming home, all is loſt and nothing due unto her for any fraight outwards, whereof I have alſo had experience by another Ship.

Condition maketh Law.

It is alſo accounted for a fault, if the Maſter put forth his Ship to Sea, either without a skilful Pilot, or without ſufficient furniture and neceſſities, according to the ordinary clauſes of the Charter-parties, or (as in the precedent caſe) that the other Ship in which the goods were laſt put in, be not ſufficient, or that the Maſter do in an unlikely time put forth to Sea.

The Emperors *Gratian*, *Theodoſius*, and *Valentinian*, in times paſt did expreſly forbid that

that no man ſhould adventure upon the Seas, from November till April, *Sed Tempora mutantur, & nos mutamur in illis.* Always it is a great fault by the Law, to put to Sail out of any Port in ſtormy and tempeſtuous weather.

Item, if a Maſter ſet forth his Ship for to take in a certain charge or lading, and then takes in any more, eſpecially of other men, he is to loſe all his whole fraight; for by other mens lading he may endanger the Merchants goods divers ways. And in ſuch a caſe when goods by ſtorms are caſt over-board, it ſhall not be made good by Contribution or Averidge, but by the Maſters own purſe: For if he overburthen the Ship above the true mark of lading, he is to pay a fine. Averidges.

Item, if a Ship do enter into any other Port or Harbour, then ſhe was fraighted for, againſt the Maſters will, as by a ſtorm or ſome force, then the goods ſhall be tranſported to the Port conditioned, on the Maſters charges; but this muſt be tried by the Maſters Oath, and two of his Mariners, or elſe the Maſter may be in further danger.

If any man compel the Maſter to overburthen Ship or Boat, he may therefore be accuſed criminally, and pay the damages happening thereby.

Item, if a Merchant put in more goods into a Ship than was conditioned, then may the Maſter take what fraight he pleaſe. By the *Roman* Law it is imputed for a fault to the Maſter, if he direct his courſe by ways either dangerous, thorough Pirats, Enemies or other evil adventures. Alſo if he do carry the Flag of other Nations and not his own, and thereby incur any loſs or damages: For as Packs, Pipes, and all goods, ſhould be marked with the proper marks of the Merchant to whom they appertain: So ſhould Ships be diſcerned one from another by their own Flag.

The ordinary Charter-parties of fraightments of Ships, made and indented between the Maſter of a Ship and a Merchant, or many Merchants in fraighting a Ship together by the tunning, where every Merchant taketh upon him to lade ſo many Tuns in certainty: Are made as followeth, *Mutatis Mutandis*, which is done before Notaries or Scrivenors. Fraightings by Tunnage.

A.B. Maſter of the good Ship, or Fly-boat, called the Red Lion of *Ratcliff*, of the burthen of 120 Tuns or thereabouts, riding at Anchors in the River of *Thames*, acknowledg to have letten to fraight to C. D. the Merchant his ſaid Ship, and doth promiſe to prepare to make ready the ſame within ten days, to take in ſuch goods, as the ſaid Merchant ſhall lade or cauſe to be laden in her, to make (by Gods grace) with the firſt convenient weather and wind (after the expiration of the ſaid days) a Voyage from the City of *London*, to the Town of *Saint Lucar de Barameda* in *Spain*, and there to deliver all the ſaid goods, well conditioned, and in ſuch ſort as they were delivered unto him, to ſuch a Merchant or Factor, as the Merchant the fraighter ſhall nominate and appoint, according to the Bills of lading made or to be made thereof; and there to remain with the ſaid Ship the ſpace of twenty days, to take in and receive all ſuch goods, as the ſaid Factor or any other by his appointment ſhall lade into her, and as the ſaid Ship may conveniently carry, and being ſo laden, to return back again for the ſaid City of *London*, and there to deliver the ſaid goods alſo well conditioned, to the ſaid C. D. the Merchant, or his Aſſigns. And the ſaid Maſter doth further covenant with the ſaid Merchant, that his Ship ſhall be furniſhed with twelve able Men and a Boy, ten pieces of Iron Ordnance, namely, two Sakers, ſix Minions, two Falcons, and eight Muskets, with Powder, Shot, and all things neceſſary, as Cables, Sails, Ropes, Anchors and Victuals requiſite for ſuch or the like Voyage, *&c.* And hereupon C. D. the Merchant and Fraightor, doth likewiſe covenant with the ſaid Maſter, or all the ſaid Merchants do covenant with him, every one for his Tunnage, as aforeſaid, that he or they and either of them, will lade or cauſe to be laden (within the days limited) the ſaid Ship, with ſuch and ſuch Commodities accordingly, peſterable Wares or Goods excepted, which are goods of great volume and cumberſome, whereof no true computation for Tunnage can be had: So that the fraight of ſuch kind of goods is made accordingly. Peſterable Wares or Commodities.

And the ſaid Merchant doth further covenant to pay unto the Maſter, three pounds or more for the fraight of every Tun lading upon the full diſcharge of his ſaid Ship,

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and delivery of the ſaid goods at *London* aforeſaid, accounting two and twenty hundreth and a half, or ſo many Kintalls for a Tun; and in like manner for two Pipes or Butts, four Hogſheads and other Commodities, rated for the Tun or Laſt, as four Cheſts of Sugar, ſix Barrels of any other Commodity for a Tun (as in the fourth Chapter of Weights and Meaſures is declared) with Primage, Petilodeminage, and ſometimes Pilotage, according to the accuſtomed manner in the like Voyages, *&c.* binding themſelves each to other for the performance thereof in a ſum of Money, *Nomine Pœnæ*, with ſuch other clauſes, conditions, cautions, or other agreements as may be concluded between them, which being well expreſſed, preventeth all thoſe and the like queſtions, which the Civilians do diſcourſe upon, as the following may be for an inſtance.

Queſtions about Fraightings, and their Solutions.

If a Ship be fraighted by the great, *Poſito* two hundreth Tuns for the ſums of ſix hundreth pounds, to be paid at the return; the ſaid ſum of 600 ℔ is to be paid, although the Ship were not of that burthen.

If the like Ship of 200 Tuns be fraighted, and the ſum is not (either by the Great, or Tun) expreſſed; then ſuch fraight as is accuſtomed to be paid in the like Voyages, is due, and ought to be paid accordingly.

If the like Ship of 200 Tuns be fraighted by the Tun, and full laden, according to their Charterparty: Then fraight is to be paid for every Tun, otherwiſe but for ſo many Tun as the lading in the ſame was.

If the Ship of two hundreth be fraighted, and named to be of that burthen in their covenant, and being fraighted by the Tun, ſhall be found to be leſs in bigneſs, there is no more due to be paid, then by the Tun, for ſo many as the ſame did carry and brought in goods.

If the like Ship be fraighted for two hundred Tuns or thereabouts, this addition (*or thereabouts*) is within five Tuns commonly taken and underſtood, as the moity of the number ten, whereof the whole number is compounded.

If the like Ship be fraighted by the great, and the burden of it is not expreſſed in the Contract, yet the ſum certain agreed upon is to be paied without any cavillation.

If fraight be agreed upon for the Commodities laden or to be laden, for a certain price for every Pack, Barrel, Butt, and Pipe, *&c.* without any regard had to the burden of the Ship, but to give her the full lading: No man maketh doubt but that the ſame is to be performed accordingly.

If the like Ship or any other (being fraighted by the great for a ſum certain) happen to be caſt away, there is nothing due for fraight: But if the Ship be fraighted by the Tun, or pieces of Commodities laden and caſt away and ſome ſaved, then is it made queſtionable, whether any fraight be due for the goods ſaved *pro rata*, albeit there is none due at all: For the Aſſurors are not to be abridged herein by any fraight.

Hence ariſe ſome other queſtions, *Exempli gratia*, Whether a Maſter of a Ship (having undertaken to carry over a Family, or certain Slaves, or Cattel, and ſome of them dying in the Voyage) ſhall have any fraight for thoſe perſons or Cattel which are dead? Whereupon three conſiderations are incident.

1 If the Contract was made for the whole Family, Slaves, or Cattel, then the fraight or paſſage Money is due, and to be paid for all.

2 If it be covenanted, that for every head or paſſenger, the Maſter ſhall have a certainty: Then for the dead never coming to the deſtined place, there is nothing due.

3 If it do not appear how the agreement was made, but that there is a certain ſum agreed upon; then that agreement being an entire thing, is to be performed, although ſome died: The reaſon is, becauſe there was no fault in the Maſter, and therefore the rule of *Re integra* remaineth good: And if a woman be carried over and be delivered

delivered of a Child in the Voyage, yet there is nothing to be paid for the paſſage of the Child which ſhe carrieth in her arms.

There is an ancient queſtion, Whether a Maſter of a Ship who promiſed to place another in his Ship, and to expoſe him in a certain place, can demand any recompence for the ſame, he never having placed the party there; but the party came into the Ship, and ſo went over: Wherein they conſider the difference between living creatures and rational, or things dead and inſenſible; and divers other reaſons which I omit, for it may well be compared to the diſputation *de Lana Caprina*, whether the hair of the Buck be Wooll or hair, which putteth me in mind of a pretty tale, which for variety of theam, I here beſtow upon merry conceited Mariners.

A merry tale of *Carons* wager.

The Poëts (having made *Caron* to be the ferry-man of hell, paſſing over the Souls of an infinite number of perſons of divers profeſſions) feign, that on a time a Sophiſter was to be tranſported, who took exception at *Carons* Beard, and by a Syllogiſm would prove him to be a Goat, framing his argument in this manner. A Goat hath a Beard which is never kembed, and you have a Beard which is never kembed, *ergo* you are a Goat: *Caron* anſwering, did wonder at his concluſion, and took upon him to prove the Sophiſter to be an Aſs, becauſe that of a compariſon he made an argument: For ſaith he, if you had made a Syllogiſm in this manner, that which is Hail is no Snow, Hail is white, *ergo* Snow is not white; then there had been ſome ſhew of Reaſon. But tell me, what is an Aſs? And the Sophiſter anſwered, it was a living creature without Reaſon, and being demanded what Reaſon was; he ſaid, It was to follow and uſe the good, and to ſhun the evil: Then *Caron* concluded upon his own words, and ſaid; Your own words have proved you an Aſs, wanting Reaſon; for you had no Reaſon in the world, whereby you ſhould be guided to follow the good, which is vertue, but you have followed evil, which is vice, which made you come hither to receive the puniſhment of an Aſs, which (being incident to moſt Mariners coming on ſhoar) I wiſh them to remember thankſgiving to God.

A ſophiſticated Argument.

And to conclude concerning Fraightments and Charterparties, let us obſerve, that Equity in all things is to be conſidered, and eſpecially in Sea-faring cauſes, and cavillations are to be avoided, as for example.

Equity in Sea-faring cauſes much to be regarded.

A Merchant fraighted a Ship with all his furniture by the Month, and putteth into her the Maſter and Mariners, and Victualled the ſame at his charges and maketh a Charterparty with the owner, promiſing to pay for the uſe of the Ship and furniture twenty pound every Month at her return into the River of *Thames*, and ſo ladeth in her for the *Straits*, and to go from Port to Port in ſeveral places with Merchandiſe: and after two years, or thereabouts, having taken her lading in *Barbary*, cometh for *London*, and by a ſtorm and tempeſt the Ship was caſt away neer *Dover*, and the goods were ſaved; hereupon the Merchant denied to pay the fraight Monthly to be reckoned, becauſe the Ship did not arrive in the River of *Thames*, according to the words in the Charterparty. Herein the owner was much wronged: For the Money is due Monthly, and the place is named only to ſignify the time when the Money was due to be paid; for the Ship deſerveth wages like unto a labourer, or like a Mariner which ſerveth by the Month, who is to be paid for the time he hath ſerved, although he dies before the Voyage be ended, as we find daily that the *Eaſt-Indies* Company paieth to their wives or friends; *The labourer is worthy of his hire.* The Ship is not fraighted by the great, to run that adventure which is noted before, neither was ſhe wanting her furniture of Cables, Anchors, Sails, Ropes, or any thing whereby ſhe was diſabled to perform the Voyage, and might be the cauſe of the caſting away: For if it were ſo, then there were great cauſe given to deny the paiment of the fraight. Again, where it was alledged, that the ſaid owner hath made Aſſurance upon the Ship, for more than the ſame was worth, and did thereby recover of the Aſſurors a benefit towards his loſs, this did not concern the Merchant, but the Aſſurors: And if the Aſſurance were orderly made, the ſaid Aſſurors have paid the ſame duly, that is to ſay, If the policy or writing of Aſſurance did declare, that the owner did value his Ship in ſuch a ſum; whereof hereafter you may read in the proper place, intreating of the nature of Aſſurances.

rances. A Merchant valued one Barrel of Saffron at 1000 ℔, having privately put ſo much in Gold in the ſame, the Gold was taken, but the Saffron was delivered, and the Aſſurors did pay for the Gold. And the like is for Pearls or other things ſo valued.

Item, when Coffers, Packs, or Pipes, and other marked Commodities or Goods are delivered cloſe packed or ſealed, and afterwards ſhall be received open and looſe, the Maſter is to be charged for it, until a due trial, and that conſideration thereof be had; he muſt alſo anſwer for the harm which Rats do in a Ship to any Merchandiſe for want of a Cat.

The Merchant on the other ſide, is to be bound by the ſaid Charter-party to pay the fraight of the goods by him laden, either by the Laſt, Tun, or by the Pack and Fardel, according to the agreement; accounting for a Laſt, Tun, or other thing, after the rate of a Tun lading, wherein peſterable Wares which take a great deal of room are excepted, and muſt be agreed for, and the goods laden are liable for the payment of the fraight. The Merchant likewiſe doth covenant to pay Pilotage, if a Pilot be uſed to bring a Ship into the Harbor; alſo Primage, and Petilodmanidge to the Maſter for the uſe of his Cables to diſcharge the Goods, and to the Mariners to charge and diſcharge them, which may be ſix pence or twelve pence for a Tun lading, with ſome other clauſes and agreements made between the ſaid Merchant and Maſter: Wherein it is not amiſs to limit a good ſum of Money on either ſide to be paid for their performance of the Charter-party, and to covenant the ſame by the ſaid Charter-party, whereof I do here preſcribe but one form, conſidering the diverſities of conditions therein uſed, as the Merchant and Maſter can agree, which every Scrivenor doth uſually make accordingly, as in this Chapter is rehearſed.

Pilotage. Primage. Petiledmanidge.

CHAP. XXII.

Of the Maſter of the Ship his power, and duty of the Maſter to the Merchant.

Law of *Oleron.*

THE whole power and charge of the Ship being committed to the Maſter, requireth a ſtaid man and of experience, whereunto the owners are to take great heed, for his power is deſcribed partly by the owner or ſetter forth of the Ship, and partly by the Common-Law of the Sea; by means and vertue whereof the Maſter may, if need be, borrow Money in a ſtrange Countrey, with the advice of his company, upon ſome of the tackle or furniture of the Ship, or elſe ſell ſome of the Merchants goods, provided that the Merchant be repaied again at the higheſt price that the like goods are ſold for at the Market: Which being done, the fraight of thoſe goods ſo ſold and repaied, ſhall be alſo repaied by the Maſter to the Owner of the Ship, aſwel as the fraight of the reſt of the Merchants goods, except the Ship periſh in the Voyage, in this caſe only the price that the goods were bought for ſhall be rendred, and for no other cauſe may the Maſter take up Money, or ſell any of the Merchants goods, although it were in the danger of Ship-wrack.

The duties of a Maſter of a Ship, &c.

Such is the duty of a Maſter of a Ship that is provident, that he ought not to make ſail and put forth to Sea, without the advice and conſent of the moſt part of his company, eſpecially when the weather is ſtormy, otherwiſe he ſhall anſwer the damages that cometh thereby; principally if he have not provided an expert Pilot, or if the Ship happen to fall over in the Harbour.

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The Maſter ſhall be puniſhed alſo by damages, if the Overloop of the Ship be untyth, or the Pump be faulty, or a ſufficient covering be wanting, eſpecially for Corn, Victual, and ſuch like Commodities.

He is alſo before his departure to deliver the names of all the perſons which he is to tranſport, and of his Mariners, which with us is but lately eſtabliſhed: And at his return he is to deliver a true Inventory of the goods of any Perſons which ſhall happen to depart this life in that Voyage, not only becauſe his kindred and friends may have intelligence of it, but alſo becauſe their goods may be ſafe and forthcoming for one whole year: Of which goods in the mean time, the bedding and appurtenances may be taken by the Maſter and his Mate to their uſes, as alſo ſuch Clothing and other things then upon his body, may be delivered to the Boats-man and the company, who do for that diſpoſe of the dead body, putting the ſame into the Sea.

When any Goods or Merchandiſes are delivered unto the Maſter, or his Clark the Purſer of the Ship, and laid within board, or to the Ships ſide, both ways, is at the Maſters peril. But the Maſter is not bound to anſwer for ſuch things as are put in his Ship without his and his Companies knowledge; becauſe where men are found ignorant, they are alſo eſteemed not to conſent. But if the Merchant or Paſſenger keep his goods by himſelf, as Moneys or ſuch things, in his Coffers, and then find fault to have loſt them: Then the Maſter and Company are to purge themſelves by their Oath; but if afterwards notwithſtanding they be found guilty, the denier ſhall pay the double, and alſo be puniſhed for Perjury. Ignorance is here a good excuſe.

The Maſter is liable for all damages ſuſtained by bad Hooks, Ropes, Blocks, or Lines, if the Mariners do give notice of it, and they ſhall bear their parts in the damage, and ſo is he alſo to anſwer any damage happening by unreaſonable ſlowing or breaking of goods, and therein he and his Company may be put to their Oath.

Further, whatſoever ſhall happen through fault, negligence, or chance, which might be avoided, or if it be done by the Paſſengers or other then Himſelf and his Company, the Maſter is anſwerable.

If by the Maſters default, confiſcation of goods or other damages happens for non-payment of Cuſtom, or falſe Bills of entries in the Cuſtom-houſe for goods, or for tranſporting of unlawful goods, the Maſter ſhall anſwer for the ſame with the intereſt. Law of *Oleron*.

But concerning the ſuing for the ſaid goods, the Maſter may well do it, as the Merchant may purſue for ſpoiled goods. And notwithſtanding if it ſhall be found that the Merchant is in any fault concerning the goods, as aforeſaid; then if the Maſter, and four of his Company, Mariners, ſwear no fault to have been in them, the Maſter ſhall be cleared thereby.

The Maſter is to keep his Company in Peace, and if any Mariner ſhall be hurt in doing ſervice, or by his Companion, the Maſter ſhall cauſe him to be healed, as he who is only anſwerable for the fact within Shipboard, and then by his authority recover from the other Mariner the charges, and any thing that the hurt man hath loſt thereby; except that he who is hurt or lamed, have provoked the other by evident aſſault or ſtroaks.

And if a Mariner fall ſick, the Maſter ſhall cauſe him to be laid in a houſe, with all ſuſtentation neceſſary and uſual in the Ship; but ſhall not ſtay in the Ship until he be healed: and when he recovers health ſhall give him his hire, or if he dye ſhall give it to the wife, or neareſt friends. But if a Mariner be not hurt in the Ships ſervice, the Maſter ſhall hire another in his place, who if he have a greater hire, that Mariner then ſhall recover the ſuperplus. And always the Maſter ought to lend his Mariners if they want. If through the Maſters fault the Shipboat periſh, with any Mariners in it, by ſpoiled Ropes or otherwiſe, then ſhall the Maſter pay one whole years hire to the heirs of the drowned.

Item, He ought to give his Mariners Fleſh upon Sunday, Tueſday, and Thurſday, and upon other days Fiſh or ſuch like, with ſufficient drink; but no meat to them that ſleep not in the Ship. Nevertheleſs the quality and quantity of Mariners food and

hires

hires goeth diverſly, according to the divers Cuſtoms of Countries, and the conditions made with them at the entring of the Voyage, whereof remembrance is to be kept to avoid diſcords, which are more dangerous on the Seas than on Land.

CHAP. XXIII.

Of the Duties and Priviledges of Mariners.

ACCORDING to the Law of *Oleron*, Mariners owe all due obedience to the Maſter, not only in flying from him in his wrath, ſo far as they can, but alſo in ſuffering; yet may they after one ſtroke defend themſelves.

In caſe of Rebellion of Mariners againſt their Maſter, which is thought then to be done, when the Maſter hath thrice lifted the Towel from before any Mariner, and yet he ſubmits not himſelf: Then may he not only be commanded forth of the Ship at the firſt Land, but alſo if he make open ſtrife and debate againſt the Maſter, he ſhall loſe his half hire, with all the goods he hath within Ship-board.

But if in this ſtrife a Mariner uſeth any armour or weapons, then ſhould the reſt of the Mariners bind him, impriſon him, and preſent him to the Juſtice: So that if any refuſe to aſſiſt, he ſhall loſe his hire and all things elſe he hath within Ship-board. Yea, in caſe any number of the Mariners would conſpire, and force the Maſter to paſs to any other Port than to the which he was fraighted, they may be accuſed criminally and puniſhed, as for a capital crime.

And yet if a Rebellious Mariner repent in time, and offer amends for a ſimple Rebellion, and the Maſter notwithſtanding refuſe, he may follow the Ship and obtain his hire.

Mariners ought each one to help and aſſiſt others on the Seas, or elſe he that refuſeth loſeth his hire, and the oath of his fellows ſhall be a proof againſt him.

Mariners in a ſtrange Port, ſhould not leave the Ship without the Maſters licence, or faſtning her with four Ropes, or elſe the loſs falls upon them. They are alſo to attend the Ship until ſhe be diſcharged and ballaſted new, and the Tackle taken down. And if a Mariner during the time of her diſcharge and lading, labour not with the reſt of the Company, but goeth idle, and abſents himſelf, he ſhall pay a fine to the reſt of the Company *pro rata*. In a ſtrange Countrey, the one half of the Company at the leaſt, ought to remain on Ship-board, and the reſt who go on land ſhould keep ſobriety and abſtain from ſuſpected places, or elſe ſhould be puniſhed in Body and Purſe: like as he who abſents himſelf when the Ship is ready to Sail, yea if he give out himſelf worthier than he is in his calling, he ſhall loſe his hire, half to the Admiral, and the other half to the Maſter. But this eſpecially ought to be executed againſt an unworthy Pilot. The Mariner alſo forfeits his hire, if the Ship break in any part, and he help not with all his diligence to ſave the goods.

If it chance otherwiſe than well with the Maſter, the Mariners are then holden to bring back the Ship to the Port, from whence ſhe was fraighted, without delay, except it be otherwiſe provided.

A Mariner may carry as much meat out of the Ship, as he may eat at a meal, but no drink.

A Mariner may keep either his portage in his own hands, or put forth the ſame for fraight, and yet the Ship ſhall not ſtay upon the lading of his portage: So that in caſe

caſe the Ship be fully laden before the goods for his Portage be brought in, he ſhall only have the fraight of ſo much goods.

If a Ship paſs further than the Mariner was hired, his hire ſhould be accordingly augmented, except he be hired *a Mareages, mais non a deniers*, as the *French*-Man ſpeaks, or by the Month for all the year.

If a Mariner run away with his hire undeſerved, he deſerves the *Gallows*.

If a Mariner be hired for a ſimple Mariner, and afterwards in the Voyage finds hiring, to be a Pilot or a Maſter, he may paſs, reſtoring his former hire; and ſo it is if he Marry.

Mariners are not only to diſcharge and deliver goods out of the Ship, but alſo if no Porters nor Carriers be in thoſe parts to carry the ſame themſelves for ſuch hire as other workmen ſhould have had therefore.

If it happen a Ship to be priſed for debt, or otherwiſe to be forfeited, yet the Mariners hire is to be paid, and if ſhe proſper, to receive their pay in the ſame Money that the fraight is paid with.

Laſtly, a Mariner ſhould neither be Arreſted, nor taken forth of a Ship making ready to ſail, for any debt, but only his hire and as much other goods as he hath in the Ship may be Arreſted for it, according to the value of the debt, and the Maſter to be anſwerable for all; becauſe the Ship is compared to mans dwelling houſe, which is his ſure refuge by the Law, except it be for a ſworn debt, or a penalty to the King through ſome crime.

CHAP. XXIV.

Of the Office of Aſſurances, *and the Ancient Cuſtom of the ſame.*

CLAUDIUS CÆSAR, the fifth *Roman* Emperour, by ſucceſſion of Government from *Julius Cæſar*, who was before the Birth of our Saviour Chriſt, (born under *Auguſtus*) and the firſt perſecutions of Chriſtians was under *Tiberius*, and the ſecond (more cruel) under *Caligula*, whom *Claudius* did immediately ſucceed. *Suetonius.*

This *Claudius* did bring in this moſt laudable Cuſtom of Aſſurances, whereby the danger and adventure of goods is divided, reparted, and born by many Perſons, conſenting, and agreed upon between them, what part every man will be contented to aſſure, make good and pay if any loſs or caſualty ſhould happen to the goods adventured, or to be made adventured at the Seas, as alſo by Land; to the end that Merchants might enlarge and augment their Traffick and Commerce, and not adventure all in one Bottom to their loſs and overthrow, but that the ſame might be reparted and anſwered for by many.

This Cuſtom coming to the knowledge of the Inhabitants of *Oleron* was recorded and by them ſet down for a Law, and practiſed to be obſerved through all the Sea-Coaſt Towns of *France*, and yet was firſt uſed in *England*, and after us imitated by the *Antwerpians*, and all other Nations there Inhabiting, when that City did flouriſh. And whereas here in *London*, the meeting amongſt Merchants was in *Lombard-ſtreet* in *London*, as aforeſaid (ſo called, becauſe certain *Italians* out of *Lombardy* kept there a Pawn-houſe or Lombard, long before the Royal Exchange was builded by Sir *Thomas Greſham* Knight) all the Policies or Writings of Aſſurances, which then were and now yet are made, do make mention, that it ſhall be in all things concerning *Lombard-ſtreet*, then the Exchange of Merchants.

the ſaid Aſſurances, as was accuſtomed to be done in *Lombard-ſtreet* in *London*; which is imitated alſo in other places of the *Low-Countries*. Theſe Aſſurances are made in the ſaid Office in the Weſt end of the ſaid Royal Exchange in *London*, which are of ſeveral natures, as followeth, and at divers and ſeveral rates. The Commiſſioners for the ſaid Aſſurances are choſen yearly (or at the leaſt ſome of them) in the beginning of every year; and at *Roan*, at the time when the Merchants of all Nations chuſe their Prior and Conſuls. The chief authority with us doth reſt in the Lord Mayor of *London*, confirmed by an Act of Parliament in the later time of Queen *Elizabeth* (as you may underſtand by the manner of Proceedings for Aſſurances) for the obtaining whereof, I have ſundry times attended the Committees of the ſaid Parliament, by whoſe means the ſame was enacted, not without ſome difficulty; becauſe there was many ſuits in Law by action of *Aſſumpſit* before that time, upon matters determined by the Commiſſioners for Aſſurances, who for want of power and authority could not compel contentious perſons to perform their ordinances; and the Party dying, the *Aſſumpſit* was accounted to be void in Law.

The nature of Aſſurances.

THe nature of Aſſurances are either upon goods laden or to be laden outwards in ſuch a Ship, bound from ſuch a place to ſuch a place. As for example, from *London* to *Saint Lucar* upon Perpetuanoes or Corn, until it be laid on ſhoar at *Sivil*, which adventure is as well in the ſmall Ships, Lighters, or Boats, whereby it is carried up to the City of *Sivil* until lading of it, as it was in the Ship whereby the ſaid Perpetuanoes or Corn was tranſported from *London* to *Saint Lucar*; and any damage, either totally or in part, is to be anſwered by the Aſſurors accordingly, and *pro rata* that every man hath ſubſcribed in the Policy or Writing of Aſſurance, as by the ſaid Commiſſioners for Aſſurances ſhall be ſet down.

Other Aſſurances are made upon Goods laden or to be laden homewards in ſuch a Ship under ſuch a mark, the Maſters name, and any other circumſtances whereby the ſaid Goods or Commodities may be known to be the ſame that are aſſured; as laden, or to be laden, by ſuch a man in ſuch a place, about ſuch a time, &c. which if it be in any Ship that was fraighted outwards, may be better ſpecified, or if it be by letters of advice, it may be deſcribed accordingly, which adventure may alſo run from the time that the ſaid goods (*poſito* Oyls of *Utrera*) were laden into any Veſſel, Lighter, or Boat, to come down the River to *Saint Lucar* to be laden in ſuch a Ship, or any Ship (neither naming the Ship nor Maſter) unto the City of *London*, and the ſaid Oyls there laid on Land. But to declare that the Pipes are marked with ſuch a mark, to be laden by ſuch a man, doth much ſtrengthen the ſaid Aſſurance, to avoid cavillations, doubts, or controverſies.

Other Aſſurances are made upon goods laden in a Ship for a certain place, which Ship is fraighted going and coming; as for *Turky*, or any places in the *Mediterranean* Sea, bound to go into ſeveral Ports to diſcharge part of the lading in one place, and the reſt in another place; and then to lade again homewards in ſuch another place: And all this Aſſurance is one entire Aſſurance, until the Ship be returned home, and the Goods ſafely received on Land.

Other Aſſurances are made upon Goods to be ſent or laden from one place to another, and upon the return of the provenue thereof; as from *Lixborn* to *Braſil*, and back again to *Lixborn*; or from *Saint Lucar* to the *Weſt-Indies*, *Santo Domingo*, *Peru*, or any other places, and ſo back again; or from *Portugal* to the *Eaſt-Indies*, and in like manner to *Lixborn* again. All which Aſſurances are very dangerous, becauſe a man cannot have advice when the Voyages are performed; and it hath fallen out, that the Aſſurors have born two adventures for one, the Ship making two Voyages unknown to the Aſſurors, dwelling in remote places.

Other Aſſurances are made upon the Ship or Ships Tackle, Furniture, and Keel of the Ships, ſo called becauſe all is to be bound to the Aſſurors, and likewiſe the Aſſu-

rors

rors are liable and bound to anſwer for the whole Ship, as alſo for Cables, Anchors, and any furniture, or part of the ſame, that is alſo dangerous and much ſubject to Averidges and other caſualties, eſpecially if it be upon a Ship which cannot drink of all waters, whereunto divers men may lay claim; or for ſome act perpetrated by her in times paſt, whereby the ſame may be called in queſtion, which is the cauſe that the price of Aſſurance upon Ships is almoſt double.

Other Aſſurances are made upon Goods and Merchandiſes ſent by Land from one place to another, by the Conductors or Carriers to *Venice*, *Frankford*, or any other places, wherein the goods commonly are declared, and the mark alſo: And this manner of Aſſurance is eſpecially performed by the Conductors, who take for the charges a certain allowance for every pound weight that the goods do weigh, and moreover, 2, 3, or 4 upon the hundred pounds in value that the ſaid goods are eſteemed to be worth: And he doth appoint a ſufficient guard of Souldiers to convey the ſame by Land and Rivers to the places intended, which nevertheleſs by a ſtronger power have many times been taken by the Freebooters.

Other Aſſurances are made upon the lives of men, for divers reſpects, ſome becauſe their eſtate is meerly for term of life, and if they have Children or Friends to leave ſome part of their eſtate unto, they value their life at ſo many hundred pounds, for one or more years, and cauſe that value to be Aſſured at five, ſix, ten or more for every hundred pounds, and if he do depart this life within that time, the Aſſurors pay the Money; as it happened of late, that one being ingaged for Sir *Richard Martin* Knight, Maſter of the Mint, cauſed 300 *l.* to be Aſſured upon the life of the ſaid Sir *Richard*, being ſome ninety years of age, and therefore gave twenty and five *pro centum* to the Aſſurors: The ancient Knight died within the year, and the ſaid Aſſurors did pay the Money. Alſo one Maſter *Kiddermaſter* having bought an office of the ſix Clerks of the Chancery, and taken up Money of others, cauſed for their Aſſurance for many years together two thouſand pound to be Aſſured upon his life after four and five in the hundred, until he had paid that Money; which is very commodious.

Likewiſe a Traveller undertaking a Voyage to *Jeruſalem* or *Babylon*, delivering out Money payable at his return, will providently aſſure a ſum of Money upon his life, either to ſecure ſome men that do furniſh him with Money to perform his Voyage, and to put forth the greater ſum, or to leave ſome means unto his Friends, if he ſhould die and never return. So that this office is moſt neceſſary in all human actions, and men cannot invent or imagin any thing, but the value of it may be aſſured, as you may judge by the former examples. And herein muſt be noted, that Aſſurors are very fitly compared unto Orphans, becauſe they may endure much wrong, but cannot commit any; for they are to be ordered and commanded by the Commiſſioners ſentence, and muſt perform the ſame; to which end the Lord Mayor of *London* (for the time being) hath authority to commit them to priſon, if in caſe they do not ſatisfie the ſame within a time limited until they do it.

Other Aſſurances are made, and theſe are the moſt dangerous of all, becauſe they are made upon Ships and Goods, loſt or not loſt; which is not only in regard that a Ship known to be departed, doth not arrive in many Months after to the appointed place of diſcharge: But alſo if any news do come that the Ship and Goods is caſt away, nevertheleſs if the Aſſurance be made with the words (loſt or not loſt) the Aſſurors bear the adventure of it, unleſs it can be proved that the party who cauſed the Aſſurance to be made, did ſee the Ship when it was caſt away, in this caſe it is a fraud: As the fraudulent dealing of him that had a rotten Ship, and cauſed Aſſurance to be made upon her, and cauſed the ſame to periſh or ſink at the Seas, to make the Aſſurors to pay for his rotten Ship which could not be ſold by him. Fraudulent Aſſurances.

In the caſe of Aſſurances of loſt or not loſt, I remember that in the year 1583. there was a rich Carrack called the Saint *Peter*, (coming from the *Eaſt-Indies* for *Lixborn*) miſſing a long time, and there was Aſſurance made upon her in *Antwerp*, *Roan*, and other places, at 30 *pro centum*. Within three years after, there came or did

arrive at *Lixborn* a ſmaller Ship richly laden, which was made of the other Ship which was caſt on ſhoar in a certain Iſland, and thereupon certain controverſies did ariſe between the owners of the goods and the Aſſurors, as alſo the Maſter and Mariners. At laſt it was adjudged at *Lixborn* by the Sea-Law, that the Maſter and Mariners ſhould have one third part, and that the Aſſurors ſhould come in for ſo much as they had *pro rata* aſſured, all charges deducted; the Ship to be the owners of the former Carrack: With the like conſideration as aforeſaid.

Prices of Aſſurances.

Concerning the price of Aſſurances or *Premio* (as the *Spaniards* call it) it is differing in all places, according to the ſituation of the place, and the times either of War or Peace, or danger of Pirats, men of War, or rocks, and unacceſſible places, ſeaſons of the year and ſuch like: And the ſaid *Premio* was never leſs than at this time, for Aſſurances are made for *Middleborough* and *Amſterdam* at 3 *pro centum*, the like from *London* to *Roan* and *Diepe*, *Edenborough* in *Scotland*, and *Hamborough* in *Eaſtland*: And from *London* to *Bourdeaux* and *Rochel*, *Lubeck*, *Denmark*, 4 upon the hundred: As alſo for *Barbary*, for *Lixborn*, *Biſcay*, *Ireland*, *Danſick*, *Riga*, *Revel* and *Sweden*, 5 in the hundred: *Sivill*, *Gibraltar*, *Maliga*, and the Iſlands, 6 and 7. For *Ligorn*, *Civita Vecchia*, 8 and 9, *Venice* 10, *Wardhouſe* 9, *Ruſſia*, 9, *Santo Domingo* 11 and 12. And for the *Eaſt-Indies* 15, nay both for going and coming hath been made at 20 *pro centum*.

CHAP. XXV.

Of policies of Aſſurances, *and the ſubſtance of them, and of* Contributions.

WE have partly touched what a policy or Writing of Aſſurance is, by the nature of Aſſurances aforeſaid, and the dangers and adventures whereunto the Aſſurors are ſubject. But now we are to expreſs them upon the very words contained in all or moſt policies of Aſſurances, namely;

Of the Seas, men of War, Fire, Enemies, Pirats, Rovers, Thieves, Jettezons, Letters of Mart, and Covenants, Arreſts, Reſtraints and Detainments of Kings and Princes, and of all other perſons, Barratry of the Maſter and Mariners, and of all other Perils, Loſſes and Misfortunes whatſoever they be and howſoever they ſhall happen or come, to the hurt and detriment of the Goods and Merchandiſes, or any part or parcel thereof, &c.

Firſt, the Policy of Aſſurance ſaith, That ſuch a man (of what Nation or Quality ſoever he be) cauſed himſelf to be aſſured from ſuch a place to ſuch a place, upon goods, or, *&c.* laden or to be laden, in the good Ship called the Dragon, or, *&c.* of the burthen of ſo many Tuns, whereof A. B. is Maſter for ſuch a Voyage, and to bear the adventures aboveſaid. If the Perſon whoſe name is uſed in the Aſſurance, be in time of War taken to be no friend to the State, there is a danger to pay the ſaid Aſſurance; if (after the ſubſcription of the Aſſuror) the goods ſhould be arreſted and be made forfeited to anſwer the ſame to the Prince, albeit this was by the late Queen *Elizabeth* contradicted in the point of honour, as it pleaſed her of a Royal and Noble diſpoſition to ſay in a caſe concerning the *Portugals*, Subjects to her adverſary, *Philip* the ſecond King of *Spain*. For in the year 1589. a great Ship being taken by certain men of War of *London*, and brought into *Plimmouth* laden with Pepper, Sugar, and other Commodities at *Lixborn*, to be delivered at *Venice*; it pleaſed the Lords of Her Highneſs moſt Honourable Privy Council to deliver unto me all the

Letters,

Letters, Bills of lading, and Invoyces which were found in the ſaid Ship (being written in ſix or ſeven ſeveral languages, to the end I ſhould make true report of the contents of them, to know to whom properly the ſaid goods did appertain: In doing whereof I found that a great part of the ſaid goods did belong to the *Venetians*, as alſo to the *Florentines*, with whom the ſaid Queen had no quarrel; but that the ſaid goods were aſſured at *Lixborn* by the *Portugal* Merchants. Hereupon there was a pretence to make them good prize, and the matter was long debated, and at laſt reſolved that the parties ſhould have reſtitution of their goods, the rather for that the *Portugals* were great loſers many ways: Which was done accordingly.

The loſſes which ordinarily, according to the ſeaſons of the year happen upon the Seas are unknown: The like is more or leſs, with men of War, Enemies, Pirats, Rovers, and Thieves, eſpecially with men of War in times of hoſtility (as it is in times of Peace by Pirats, Rovers, or Thieves) which are aſſailing Thieves: For otherwiſe if there be Thieves on Ship-board within themſelves, the Maſter of the Ship is to anſwer for that, and to make it good, ſo that the aſſurors are not to be charged with any ſuch loſs; which ſometimes is not obſerved. As fraudulent aſſurances and the loſs of ſtolen goods within Ship-board, doth not concern the aſſurors: So likewiſe the fault of the Pilot is to be conſidered on their behalf, by the Laws of *Oleron*, after that the Pilot hath brought the Ship in ſure Harbour, he is no further bound or liable: For then the Maſter is to ſee to her bed and her lying, and bear all the reſt of her burthen, charge, and danger. So that if before ſhe come into the Port or ſome ſafety, either ſhe or goods periſh or be ſpoiled, the Pilot makes good the ſame; yea, if his fault or ignorance be ſo groſs, that the company ſees any manifeſt and preſent wrack to all thereby, then may they lead him to the Hatches and ſtrike off his head.

Loſſes to be well conſidered of in the behalf of the aſſurors.

Laws againſt unskilful Pilots.

Moreover, if without apparent danger, ſome of the skilfulleſt Mariners deem that a Pilot is not ſo skilful, as he maketh boaſt or profeſſion of, then ſhall he both loſe his hire, and double the ſame to the Admiral and Maſter, or elſe (by the Law of *Denmark*) paſs thrice under the Ships Keel. And alſo if a Pilot hired for a Voyage be not ready againſt the day, he ſhall not only pay the Maſter and Merchants damage or ſtay; but alſo the fraight that is loſt thereby, except ſickneſs or ſome very lawful excuſe qualifie the ſame.

The like conſideration muſt be had in the contribution made to ſatisfie Pirats; for if Ship or goods be redeemed from a Pirat, the contribution muſt be paid by all, becauſe the redemption is made for the ſafety of all. But if the Pirat be once Maſter of all, and yet take but ſome ſpecial goods, whether from Ship or Merchant, and not as a contentation for ſparing of the reſt: In this caſe becauſe the remainder is not aſſured thereby, but freely ſpared, no contribution is to be made for the taken goods, to charge any aſſuror with any part thereof; for oftentimes Pirats take but things at pleaſure and not of mind to ſpoil. But now a days commonly it is taken and ſuppoſed otherwiſe, howbeit beyond the Seas the loſer of the goods ſo taken, beareth his own loſs unleſs it be aſſured. It was ſo judged by a pack of Stockings taken (out of a Ship of *Amſterdam* bound for *Sanlucar*) by the Moors of *Barbary*, in the year 1589. and the aſſurors paid accordingly, who had aſſured only upon that Pack: Whereas if it had been caſt into an Averidge to make all the aſſurors of that Ship contributary, the ſaid aſſurors had been much eaſed. And it is therefore to be obſerved, and the Law of *Oleron* is, If by the loſing of any caſt goods, or upon any needful occaſion the remaining goods be ſpoiled, either with wet or otherwiſe, a contribution ſhall be made proportionable for ſo much as they are made worſe.

Contribution for Pirats.

Contribution for ſpoiled goods.

Again if it be needful to lighten a Ship, for her eaſier entry into the Harbour or Channel, two parts of the loſs fall upon the Goods, and the third part upon the Ship, unleſs the Ship is more worth than the lading, and that the charge of goods be not the cauſe of her inability to enter, but ſome bad quality proceeding of the Ship it ſelf, or that otherways it be provided in the Charter party, that the goods ſhall be fully delivered at the Port covenanted and appointed for them. Condition makes

Contribution for lightening

Law,

Law, which concerneth the Aſſurors alſo to look unto. In which caſe it is alſo to be obſerved, that if by occaſion of lightening, the goods which are in the Boat or Lighter periſh, the Ship and the Goods remaining on Ship-board ſhall make good the ſaid loſs. But on the contrary, if the Ship and Goods remaining periſh, after the Lighter is once ſafe, no contribution ſhall be ſet upon the goods in the Lighter, becauſe it is a certain rule, that goods are liable only to contribution, when Ship and Goods come ſafe to the Port.

Contribution for Pilots.

Item, Contribution ſhould be for the Pilots fee, that hath brought the Ship into an unknown Port for her ſafeguard, as alſo to raiſe her off ground, when the fault is not in the Maſter.

So is it when two Ships ruſh and croſs one over another, and the Company ſwear, that it lay not in their power to ſtay the ſame, contribution muſt be made for the reparation of both their loſſes; but not ſo if one of them periſh, for which, an Action may be brought againſt the negligent Maſter or Mariner, who did make her looſe. And therefore if ſuch a chance do happen in the day time by a Ship under ſail, againſt a Ship riding at Anchor; then the Maſter of that ſailing Ship, ſhall make good the damage and hurt of the other, to the uttermoſt: And the like ſhall be done, if in the night, the riding Ship do put forth Fire and Light, or make any crying to forewarn the other.

It alſo appertaineth to this Argument; If ſome ſort of goods, as Salt, or Corn, be laid on heap by divers Partners in one Ship, without diſtinction, and that the Maſter deliver to any of them their due meaſure, and before the reſt receive their meaſures, the remaining Salt or Corn waſhes or loſes; he that had the hap to be firſt ſerved, enjoys it fully without any contribution to the Partners: Becauſe when theſe goods were put into the Ship, it was delivered to the Maſter, *Tanquam in creditum*, and ſo he is become owner, as of Money lent, which men are not bound to redeliver in the ſelf ſame pieces, but in value or ſuch like Coin, except there be ſome condition paſt to the contrary. And albeit this is not to be imputed unto the Maſter as a fault, yet if he that receiveth a loſs thereby, will bring in this as an Averidge, and charge the Aſſurors with contribution, it is unjuſt, for the reaſon aforeſaid; and the Maſter muſt of neceſſity deliver to one man before another. And therefore in the next Chapter we will ſet down the manner of execution for contributions, otherwiſe called Averidges.

First come, first ſerved.

Letters of Mart.

Concerning the danger and adventure of Letters of Mart, or Contremart, *Sive jus Repriſaliarum*, or Letters of Marque, every one knoweth that men having theſe Commiſſions or Letters from their Prince, are very vigilant in all places to ſurpriſe Merchants Ships and Goods; for in this one extremity doth enforce another extremity, when a man is oppreſſed with robbery, ſpoils, and violence on the Seas, by men (falſly profeſſing friends) in ſuch ſort, that no petition, interceſſion, or travel, can procure a mans right, but that the ſubject of one Prince hath open denial of juſtice, or reſtitution of goods cannot be had at the hands of a ſubject of another Prince, nor of the Prince himſelf, who ſhould ſuppreſs injuries and wrongs: Then (becauſe ſuch unjuſt dealing do import juſt cauſe of hoſtility and warfare) may theſe Letters of Mart be procured, to the end men may have reſtitution or recompence of their loſſes, eſpecially, becauſe their proceedings ſeem to denounce a War without any Proclamation, ſhewing unto other Nations the like diſtaſtful favours as they ſhew unto us, which are allowed to be done by Cuſtoms, Reaſons, and alſo by Statute Law in *Scotland*, and afterwards in *England*: The Aſſurors therefore cannot be favoured herein.

Detainments of Princes.

The next is *Arreſts, Reſtraints, and Detainments of Kings and Princes, and of all other Perſons* happening both in time of War and Peace, committed by the publcik authority of Princes, as alſo by private Perſons, both ways dangerous.

Priviledged Ships.

There are in all Countries Priviledged Ships and Boats, ſerving the Countrey or the Prince, which have great Prerogatives, and are free of Impoſt and Cuſtoms, and not

not ſubject to Arreſts; therefore the Aſſurors are not to care for them, for they are to ſerve the Prince: And all Ships are ſubject to this ſervice upon command, and if they refuſe, their Ships are forfeited by the Sea-Laws: Therefore in theſe caſes the favour of the Admiral is always required. It is an ordinary matter in *Spain* and *Portugal*, to make an Embargo upon all Ships, at the departure of the *Weſt-India* Fleet, or the Carracks for the *Eaſt-Indies*; and many times upon other occaſions, whereby Merchants Ships being laden are much hindered, eſpecially, if it be with Wines, Oyls, Raiſons, and ſuch like periſhable wares. Now if the owner of the goods, ſhall think that his wares do periſh, lying two or three Months laden, or if it be Corn that may become hot and ſpoiled; he may renounce theſe Goods or Wares to the Aſſurors, and thereby bring a great loſs upon them. Yet nevertheleſs he ſhall not need to abandon the Goods, for by the Policy of Aſſurance it is always provided, that in caſe of any misfortune, it is lawful for him, his Factor or Aſſigns, or his Servants, or any of them, to ſue, labour and travel for, in and about the defence, ſafeguard, or recovery of the Goods, and any part thereof. And that the Aſſurors ſhall contribute, each according to the rate and quantity of the ſum by him Aſſured. So that albeit, that it do fall out that the goods be not utterly loſt when the Ship is caſt away, the Aſſured muſt recover his whole Money; becauſe he hath authority by the Policy of Aſſurance to recover them, or any part of them, as aforeſaid, and he is afterwards to yield an account thereof, for ſo much as doth concern every man ratably: Otherwiſe the Aſſured ſhall be diſcouraged, if by thoſe means he ſhould make his Aſſurance intricate and ſubject to all cavillations, and to the interruption of ſo neceſſary and laudable a Cuſtom, as the matter of Aſſurance is. Therefore, as in the matter in hand, we have a care for the Aſſurors, that they ſhould not be deceived by thoſe that cauſe Aſſurances to be made: So on the other ſide, we would avoid to miniſter any occaſion whereupon they might become quarrelſom, but that all ſhould be left to the Commiſſioners determination, who are (or ſhould be at the leaſt) beſt able to examine the premiſſes.

A proviſo in the Policies of Aſſurance.

Now concerning the *Arreſts* of particular Perſons, upon Ship or Goods the Aſſured can make no renunciation to charge the Aſſurors with any loſs either in the total or part, becauſe upon caution given to anſwer the Law, the Ship or Goods Arreſted are inſtantly cleared in all places, either here or beyond the Seas, where the Arreſts are made, wherein the Juriſdiction of all Courts for Sea-faring cauſes are very careful to ſee expedition uſed.

Arreſts upon Ships.

Barratry of the Maſter or Mariners can hardly be avoided, but by a provident care to know them, or at the leaſt the Maſter of the Ship whereupon the Aſſurance is made. And if he be a careful man, the danger of Fire above mentioned, will be the leſs; for the Ship-boys muſt be looked unto every night and day. And in this caſe let us alſo conſider the Aſſurors; for it hath oftentimes happened, that by a candle unadviſedly uſed by the boys, or otherwiſe, before the Ships were unladen, they have been ſet on Fire and burned to the very keel, with all the goods in them, and the Aſſurors have paid the ſums of Money by them Aſſured: Nevertheleſs herein the Aſſurors might have been wronged, although they bear the adventure until the Goods be Landed; for it cometh to paſs many times, that whole Ships ladings are ſold on Ship-board and never diſcharged, becauſe they ſhould avoid the paiment of Cuſtoms and Impoſts, and therefore they will break no bulk, but depart from ſome other place *viz.* Ships laden with *Gaſcoyn* Wine do come from *Middleborough* to *London*, which have been bought by the great, and either the ſeller of the Wines doth bear the adventure of the Seas, or the buyer. So every year there are divers Ships which come from *Norway* laden whith Dale-boards, Planks, Maſts, and the like Commodities, which being entred into the River of *Thames* for two or more days, will depart again for *Spain*, or ſome places in the *Straits*, according as they have made their bargain with the Merchant: In like manner divers other Ships laden with other Commodities, upon the like bargains and contracts, will make further Voyages, and not diſcharge

Barratry of the Maſter.

in

in the place where it was firſt intended and named in the Policy of Aſſurance. Now if after ſuch a bargain made, the Ship and Goods (either by Fire, or any other misfortune) do periſh, the Aſſurors are not to anſwer for that loſs, notwithſtanding the general words (*And of all other Perils, Loſſes and Misfortunes whatſoever they be, and howſoever they ſhall happen or come, to the hurt and detriment of the Goods and Merchandiſes, or any parcel thereof*) contained in the Policy of Aſſurance as aforeſaid. I hold it alſo convenient to advertiſe the Aſſurors of a cauſe of mine own experience: In the year 1589. I cauſed the Ship of *Monſieur Gourdan* governour of *Calais* to be fraighted for *Lixborn*, and to return back again to *Calais* or *London*: The ſaid Ship (being arrived at *Lixborn*) was laden with Sugars, Pepper, and other Commodities to return for *London*; whereupon I cauſed ſix thouſand *French* Crowns to be Aſſured at *Roan*. It happened that the ſaid Ship was caſt away upon the Coaſt of *France*, in coming homewards, and all the goods were utterly loſt; whereupon intimation being made to the Aſſurors, I ſent to the Commiſſioners of Aſſurances at *Roan*, all my proof concerning the lading of the ſaid Ship, hoping to recover the Money Aſſured; but upon examination of the Bills of lading, declaring truly the quality and quantity of the Goods, my Factor of *Lixborn* (conſidering the dangerous time of War, and my dwelling in *London*) left the place of her diſcharge in Blank, and by letters overland gave me notice of it, which was made apparent to the ſaid Commiſſioners; yet nevertheleſs (after the examination of the Sea-Laws and Cuſtoms, and the Paracer had of all experienced Merchants) it was ſentenced againſt me, and the Aſſurors were cleared, and made only a reſtitution of Money received by them for their *Premio*, and yet of that they did abate one half or *medio por ciento*, as it were ten ſhillings for every hundred pound for their ſubſcribing to the Policy of Aſſurance, to my very great loſs.

A caſe to be conſidered in Aſſurances.

To this purpoſe doth appertain another property of Aſſurances, which happeneth, when Merchants cauſe a greater ſum to be Aſſured than the goods are worth or amount unto, when they are laden into any Ship which is expected homewards, making account that their Factors will ſend them greater returns than they do: In this caſe the Cuſtom is, that thoſe Aſſurors that have laſt ſubſcribed to the Policy of Aſſurance, bear not any adventure at all, and muſt make reſtitution of the *Premium* by them received, abating one half in the hundred for their ſubſcription, as in the caſe aforeſaid, and that this is duly obſerved, and ſo a Law not obſerved is inferiour to a Cuſtom well obſerved.

A rare cuſtom in Aſſurances.

To conclude the point of Policies of Aſſurances, let us note, that of neceſſity it is required as a conſideration precedent, that the Aſſurors muſt acknowledge themſelves to be ſatisfied of the *Premium* of Aſſurance, at the hands of the Aſſured, or any other who doth undertake to pay them: Which beyond the Seas is commonly paid within ſix Months, becauſe that Merchants Aſſuring each to other, may reſcounter their *Premio's*, in the accounts kept thereof between them; for herein is uſed great truſt and confidence between them: And this appeareth alſo by every mans underwriting in the ſaid Policy of Aſſurance, in theſe words, *I A. B.* am content with this Aſſurance (which God preſerve) for the ſum of one hundred pounds. *London* this 10 of Auguſt 1620. *&c.* according to the ſum and time.

CHAP.

CHAP. XXVI.

Of the manner of Contributions *or* Averidges.

HAVING intreated of Contributions or Averidges in regard of Aſſurors, now it behoveth us ſomewhat to ſpeak of the manner how this is executed and performed; by ſome called Scot and Lot.

In the caſe of caſting of Goods in tempeſtuous weather, for preſervation of Life and Goods, the Maſter is to conſult with the Mariners, and if they conſent not, yet the Maſter may caſt ſome Goods, if the ſtorm continue: But if the Merchant be preſent, let him begin to caſt, ſaith the Law of *Oleron*, and next the Mariners who if they imbeſil any part to their own uſe of that which ſhould be caſt, are to anſwer the double.

When the Maſter ſhall come on Land, he muſt (with the moſt part of his company) ſwear that he did caſt the ſaid Goods, for no other cauſe, but for the ſafety of Ship, Goods and Lives, which are to be caſt into an Averidge or Contribution upon Ship and Goods, whether they be burdenſom or of ſmall volume, as Money, Jewels or ſuch like, not being weighty; things upon a Mans Body, Victualls, and ſuch like excepted.

But here ariſeth a queſtion, whether Goods laden above the overlope, or forbidden Goods to be tranſported, ſhall be anſwered by Contribution? Sure if ſuch Goods happen to be the cauſe of any danger or damage, the Maſter ſhall bear the loſs, and alſo criminally be proſecuted. But if Goods unadviſedly (without conſent of the Owner) be caſt out on the ſudden, the Owner may upon his conſcience eſteem them to the very value, becauſe the company (by their raſh proceeding) hath loſt the priviledge they had to eſteem and appraiſe the ſaid Goods.

Alſo any Ships, gear, or apparel loſt by ſtorm, is not within Averidge, and accounted like unto a workman breaking or ſpoiling his tools, or ordinary inſtruments. The like is for Goods caſt, which were brought within Ship-board, without the Maſter or his Purſers knowledge.

In the rating of Goods, by way of Contribution, this order is obſerved, if they chance to be caſt before half the Voyage performed, then they are to be eſteemed at the price they coſt; if after, then at the price as the reſt, or the like ſhall be ſold at the place of diſcharge.

The Perſon (whoſe Goods have been caſt) is to be careful to have the ſame eſtimated before the Ship do diſcharge, and to deal with the Maſter for that purpoſe. For the Law doth intend that the Goods delivered to him, are not only as a pawn or pledge for his fraight, but alſo bound to anſwer all ſuch Contributions and Averidges that may happen; and therefore the Maſter may put his helping hand thereunto, until ſatisfaction be made, albeit that commonly the keeping of other Mens Goods are not allowed.

Herein let us conſider of things taken upon the Sea, which are of three ſorts: The firſt we have already noted to be Goods taken by letters of Mart, by *Jus repreſaliarum*; the ſecond are taken from Pirats or Sea Rovers; and the third from profeſſed enemies. Touching that which is taken from Pirats, ſeeing they be Goods which they have wrongfully taken from others, whether they be found in their own or their ſucceſſors poſſeſſion; theſe are eſteemed to be a juſt Prize or prey to any taker of them, ſo that account be made of them to the Admiral. And in caſe where the taker doth find the Goods of his Friend or Countryman with the Pirat, it is reaſonable that reſtitution be made, upon good conſideration of the charge and danger ſuſtain'd concerning the ſame. Three ſorts or manner of Goods taken upon the Sea.

If a Ship or Goods be taken from a profeſſed enemy, it is to be proceeded in according to the Authority whereby it was taken. But if Goods be taken by a profeſſed enemy, and afterwards the ſaid Goods are taken again from him, and the true Owner doth

claim them, it ought to be reſtored to the Owner; for the Law taketh theſe Goods to be as received, and not taken, yet with good recompence for them.

But when ſuch Goods become a lawful Prize to the taker, then the Admiral is to have his tenth part (according to the offer which *Abraham* made unto God, of the ſpoyl which he took of the five Kings) and the remainder of the Goods ſo taken, is to be proportionably divided between the takers, or according to the compoſition formerly made. In theſe caſes there is always a favourable conſideration to be had: Which is the cauſe that if two forrein Nations be at War, and the one take a Ship from the other, and bring her into a Port or road within the bounds of a neutral Nation, alike friend to both, then may the Admiral of that Nation ordain that Ship to be reſtored to her Owner, and the Perſons captive to their former liberty, even as if ſhe had been brought back to her own Port or Country again.

CHAP. XXVII.

Of the particulars to be obſerved in Aſſurances.

THE obſervations to be conſidered of in matter of Aſſurances, are very material for every Merchant, and deſerve a particular Chapter in this Treatiſe, which I have compiled according to the circumſtances of the things themſelves, for the Aſſurors benefit.

1. The firſt I have touched in the Party who cauſeth the Aſſurance to be made, both for his honeſt dealing, and whether he be a friend to the State or Kingdom for the reaſons aforeſaid.

2. To know the Maſter of the Ship and Mariners to be honeſt, and of experience, to avoid the danger of Barratry and other accidents.

3. To take notice of the goodneſs of the Ship, and of her ſailing, eſpecially making her Voyage alone, or in company of other Ships: Whether ſhe be old or new built, and the price of the Aſſurance to be accordingly.

4. To know by the Map or Sea-cards, the diſtance of the Place or Country where the Ship is to ſail, and the dangers of known Rocks and Sands.

5. To have a regard what wind muſt ſerve, and the true reaſon of the year, which maketh a difference in the price of Aſſurance; as for example, an Eaſt, or North-Eaſt Wind driveth from the land for *Spain*, which is leſs dangerous; and receiving ſix or ſeven *pro ciento*, when a Weſtern, or North-Weſt, or South-Weſt (driving from thence upon the Land) is to give ſeven or eight *pro ciento*: In Winter two in the hundred more than in Summer, unleſs it be by calms in places dangerous, as now in the *Streights* for the *Turkiſh* Pirats and without it, the *Moors* of *Barbary*, or other Thieves. So Ships going for *Eaſtland* againſt Winter, will give two in the hundred more than in Summer. The like for Ships bound for ſeveral Ports more ſubject to caſualties, *&c.*

6. To conſider of the places of Hoſtility, where the Ship muſt unlade or touch, the danger of general or particular Embargos of Ships, the likelihood of detainments of Kings and Princes.

7. Not to Aſſure for unlawful places of trade, or queſtionable between Princes, as *Guinea* and there about the *Weſt-Indies*; unleſs a good *premio* be given, as in a manner upon adventures loſt or not loſt.

8. To know upon what kind of Goods you do Aſſure, whether upon Wines, Oyls, Salt, Raiſons, and ſuch like corruptible and periſhable wares, or upon other ſtaple Commodities, as Clothes, Tin, Lead or Silks, *&c.* not ſubject ſo ordinarily to Averidges and contributions as the other.

9. To know what Ordnance and Munition the Ship is provided withal, and not to Aſſure upon the bottom of the Ship, but with good Advice.

10. If

10. If you aſſure upon any particular Goods marked, to know whether they be laden in the bottom of the Ship, and there is danger of wetting and ſpoiling; if above in the Ship there is danger of Pirats, or of caſting over-board; about the middle is beſt.

11. To be adviſed not to aſſure beyond the limitation of your knowledge, by the means of others, or from *Lixborn* to *Braſile*, or from *Venice* to *Tripoly*, or ſuch like Voyages, whereof you cannot conveniently have notice from time to time.

12. Laſtly, to be provident in the contributions and averidges, to anſwer for no more than is your due to pay, and to have an inſpection of the Bills of lading, if doubt be made of the Commiſſioners ſufficiency or knowledge in caſes of this nature.

The Aſſurance upon the lives of Men (whether Aged or Young, of good qualities and Diet, of Diſpoſition Gentle or Quarrelſome, a Traveller or a Dweller) being ſomewhat extraordinary, every Man is beſt able to conſider of it by the acquaintance of the perſons.

CHAP. XXVIII.

Of the manner of Proceedings for Aſſurances, *in caſe of Loſſes.*

WHEREAS the Policy of Aſſurance remaining with the Aſſured, is regiſtred *Verbatim* in the Office of Aſſurances, to the end that if the ſame ſhould happen to be loſt, yet by the ſaid regiſter the party may recover of the Aſſurors the ſeveral ſums by them Aſſured; as alſo becauſe if any news do come of the caſting away of the Ship, the Aſſured may come to the Office, and cauſe intimation to be made to the Aſſurors, and to every one of them in particular, of ſuch a loſs, which is alſo recorded there accordingly, expreſſing the time when this intimation is made: And in caſe of Aſſurance made upon loſt or not loſt, the very hour of the day is to be ſet down, whereby (if there were any fraud) it may ſooner be detected. And if the Aſſured doth think convenient, either for that he hath almoſt aſſured all the value of his Goods, or that he would have the Aſſiſtance of the Aſſurors, when there is hope of recovery of any part thereof, or any other cauſe which may move him: Then I ſay, the party aſſured may make renunciation of all the Goods to the Aſſurors, and he ſhall come in as an Aſſuror, for ſo much as ſhall appear that he hath himſelf born adventure of; and the Aſſurors are to be contributaries to the charges of the purſuit, and they may joyntly argue therein, and appoint their Servants or other Perſons to follow the ſame: And this renunciation is alſo recorded in the ſaid Office accordingly. But if afterwards it ſhall be found, that the Aſſured hath made Aſſurance, or cauſed himſelf to be Aſſured for more than the Goods laden for his account did coſt; then the laſt Aſſurors which have ſubſcribed to the Policy, ſhall enjoy the the benefit thereof, as hath been declared. For by the Cuſtom of Aſſurances it is intended, that to avoid cavillations, every Aſſuror ſhall be bound *Ipſo facto* to the ſaid Aſſurance, having a reſpect to the augmentation of Traffick and Commerce, according to the Maxim, It is better to ſuffer a miſchief than an inconvenience, the miſchief being attributed to one or ſome particular Perſons, and the inconvenience to the whole Commonwealth in general. Renunciation of Goods.

Hereupon the party aſſured doth procure his teſtimonials, witneſſes, or any other evidences concerning the ſaid loſs, declaring the manner and place, the cauſe, with all

Proof of the Assurors.

Circumstances, either by Examination in the said Office of Assurances, or in the Court of Admiralty, with all such other proof as by Letters and all other means he can attain unto. All which he hath ready, or bringeth into the Office together with the Charter-party of fraightment, if he have the same; the Policy of Assurance, the Bill of lading, the Invoice of the goods, the Factors letter of lading, wherein the Bill was inclosed, or any other letters made for the declaration and manifestation of all the matter in question: which are all examined by the Commissioners for Assurances, at several appointed days for hearing, procured by the Assured: at which times also the Assurors are warned to appear, and record is made also of their meetings and proceedings. And herein is to be observed, that it may many times happen, that the Assured hath caused some Assurance to be made in some other place upon the said goods also. Therefore the Commissioners (if it be by the Assurors required) may examin the Assured thereupon by Oath, and then deal therein as they find cause, according to the Custom of Assurances.

To abbreviat the questions which the Civilians have made concerning this Argument of Assurances, writing *De assicurationibus*, I have thought good to let every Merchant understand, that observing the form of the Policy of Assurances, with the observation before declared, all the said questions will be prevented: And to prove the same by demonstrative reasons, upon every question alledged as followeth.

An Abridgment of Questions of Assurances.

1. WHether an Assurance made upon a Ship named, is to be understood of the Ship or of the Goods laden therein, or upon both?

Answer. When the name of the Ship is expressed according to the said Policy of Assurance made upon the very keel of the Ship of such a burthen, there is no Man endued with reason, that will attribute this Assurance to extend to the Goods laden in the same much less to both, when the Ship is only named, and no Goods at all.

2. Whether an Assurance made upon 1000 Hides laden in such a Ship, from such a place to such a place, be good, without naming the several sorts of Hides laden therein?

A. In all Policies of Assurances the words run general upon the principal wares, and all other Commodities or Goods laden or to be laden by such a Man, for the account of him or any other; and so this (general) includeth all particular things, which when Assurance is made upon them are named and specified, as hereafter is also declar'd.

3. Whether upon uncertain things to be laden, the Assurance be good?

A. When Assurances are made upon goods laden or to be laden, as aforesaid; the said Assurance must needs be of validity: For the word Goods and Merchandises comprehends all uncertain things vendible: And if it were some particular thing, it is always expressed.

4. Whether an Assurance made upon one sack of Wooll be good, when there is many sacks of Wooll in the same Ship?

A. The question is prevented by the Custom of Assurances, which is, that an Assurance made upon any particular Goods must be declared by the particular mark of the Goods belonging to such an Owner, or any other; and if there be more of the said mark, the number therefore is added: And if the number were alike, the weight may distinguish the same; whereby the one sack being thrown over board for the safeguard of the Ship and Goods, may be cast into a contribution; or being taken by Pirates, the Assurors are to pay for it. So this question is frivolous, as many other are, and breedeth but contention to imbibe Merchants brains with them.

5. The like is when Assurance is made upon Commodities or Goods without name or not naming the number, weight, or measure, but expressing the mark of all Goods laden or to be laden, as aforesaid.

6. Whether the Assuror is to have his *Premio* or Salary upon a conditional Assurance, or not?

A. There is no conditional Assurance made, but with exception of some Adventures

tures not to be born by the Aſſuror, which are not compriſed in the Policy of Aſſurance, and therefore the *Premio* is due to the Aſſuror.

7. Whether an Aſſurance made is to be underſtood of the firſt Voyage which the Ship doth make after the Aſſurance is made, and the Ship appointed for lading.

A. This is to be underſtood always of the firſt Voyage, unleſs there were a declaration of a ſecond Voyage in the Policy of Aſſurance: And therefore I have noted a Caveat for Aſſurors, to be careful how they cauſe other Men to aſſure for them in remote places, not to make them lyable to two Voyages for one Aſſurance, nor to be ſubject to a ſecond Voyage when the firſt is performed, but to be vigilant in their actions.

8. Whether an Aſſurance made for the tempeſt of the Seas, be alſo to be underſtood for Thieves or Robbers upon the Seas?

A. The general and ordinary Policy of Aſſurance, containing all Adventures, ſheweth, that the Aſſuror is to bear the Adventure of both theſe; and if it were otherwiſe in particular, it muſt be declared. So that his diſtinction is vain.

9. The like may be ſaid to the queſtion, Whether an Aſſurance made by ſtipulation be a Contract or not; or whether it be conventional or conditional? Wherein this diſtinction is of no moment.

10. Whether an Aſſuror having paid the Merchant for Goods loſt, by him aſſured, may afterwards if the Goods were found again or recovered, reſtore the Goods to the Merchant, and call for his Money which he paid, back again.

A. It appeareth plainly by all Policies of Aſſurance, that the Aſſuror doth condeſcend that the Merchant ſhall have full Power and Authority, by himſelf, or his Factors and Servants, to ſue for the recovery of the Goods, and that the Aſſurors ſhall contribute to the charges, *pro rata*, of their ſums by them aſſured reſpectively. But the Merchant is not therefore hindered to recover the Money of the Aſſurors, neither can one particular Aſſuror have all the Goods; for the Merchant relinquiſhing the Goods to the Aſſuror, reſerveth always his part therein which he hath not aſſured, which he detaineth in nature of an Aſſuror; ſo that the Aſſuror hath not convenient means to perform the contents of the queſtion, nevertheleſs if the Merchant will, he may buy the goods ſo recovered of the Aſſurors, as they can agree; but then is the queſtion altered, and not the ſame.

11. Whether an Aſſuror is to anſwer any hurt or damage done unto the Goods by Mice, Rats, or any other Vermin, eſpecially Moths?

A. By the Policy of Aſſurance, that Aſſuror is to anſwer for all damages, detriment, or hurt which ſhall happen to the Goods after his underwriting: But if he can prove the damage was before done in the ware-houſe or other place, he is not bound to anſwer the ſame.

12. Whether Goods loſt in the Ship-Boat, being unladen out of the Ship, or being to be laden into the Ship, ſhall be anſwered by the Aſſurors; or what may be laid to the charge of the Aſſurors by contribution?

A. This queſtion conſiſteth of two points: The anſwer to the firſt is plain, according to the Policies of Aſſurances, where it is ſpecified, that the adventure ſhall begin upon the Goods laden in any Boat, Veſſel, or Crayer, to be laid aboard of ſuch a Ship, or being diſcharged out of the Ship, the adventure to continue till the Goods are ſafely landed. But to the ſecond the anſwer is not ſo plain, becauſe it dependeth upon the Sea-Law, and muſt be conſidered accordingly. For as we have noted in the Chapter of contributions, if by occaſion of Lightning, the Goods which are put into the Boat or Lighter periſh, the Ship and remaining Goods in the Ship ſhall anſwer for the ſame. But on the contrary, if the Ship and remaining Goods periſh after the Boat or Lighter is once ſafe, no contribution ſhall be on the Goods in the Lighter; for the Law is, that the Goods ſhall only be liable to contributions when Ship and Goods are ſafely arrived to their intended Port of diſcharge. According to this rule is the Aſſuror to anſwer for contribution *pro rata*, of the ſum by him aſſured.

13. Whether Aſſurance made for Pirats is to be underſtood alſo for Thieves who by night ſteal the Goods from the Ship?

A. The

A. The anſwer is ſo evident, that both the one and the other is compriſed in the Aſſurance, as there needeth no other explanation.

14. Whether an Aſſurance made at one time upon Goods to be bought and intended to be laden, and afterward found not to be bought at the ſame time, but at another time, doth bind the Aſſurors to pay the loſs?

A. This queſtion is worthy the conſideration, and doth meerly conſiſt in the obſervation of time, and not in the buying of the Goods, although it be ſo propounded; for the time maketh great difference in the Aſſurance, as I have noted before. Goods laden in the Summer are not in adventure comparable to the Winter, when ſtorms and tempeſts do ariſe; and therefore are not the Aſſurors to be made anſwerable to this Aſſurance; for the Cuſtom herein is clear, and concurring with the Law of *Oleron*, and therefore not compriſed in the tenor of the Policies of Aſſurances: Which is the cauſe alſo that Aſſurors are to have a ſpecial regard to the Maſters of Ships, whether they be vitious or diligent: For the Love of Women and Wine maketh them to loſe the opportunity of time; ſo that by contrary Winds their Voyage is retarded, and which was to be made in Summer, falleth out to be in Winter, ſubject to eminent dangers and loſſes, whereunto the Aſſurors become liable, as is declared, whether it be accident misfortune, caſualty, rare ſucceſſes and negligences of Maſters and Mariners, unlooked for and hapning in ſtrange manner ſuddenly.

15. Whether an Aſſuror be liable to the adventure of Goods Shipped from one Ship into another.

A. Sometimes in Policies of Aſſurances it hapneth, that upon ſome eſpecial conſideration this clauſe forbidding the transferring of Goods is inſerted, becauſe in time of Hoſtility or Wars between Princes, it might fall out to be unladen in ſuch Ships of thoſe contending Princes, whereby the adventure would be far greater. But according to the uſual Aſſurances which are made generally without any exception, the Aſſuror is liable thereunto: For it is underſtood that the Maſter of a Ship without ſome good and accidental cauſe, would not put the Goods from one Ship into another, but would deliver them (according to the Charter-party) at the appointed place: Which is the cauſe that when Aſſurance is made upon ſome particular Goods laden in ſuch a Ship, under ſuch a mark, the Policy maketh mention of the Goods laden to be tranſported and delivered to ſuch a place by the Ship, or by any other Ship or Veſſel, until they be ſafely landed. So that in all theſe and the like the condition make the Law.

16. Now there is a queſtion, Whether an Aſſuror is anſwerable to the Aſſurance of Goods to bear the adventure if no Goods were laden, or but part of the Goods.

A. If a Man do bind or oblige a thing to be found in ſuch a place, and it is not found there; every Man knoweth that the ſaid thing tied to a local place, cannot be bound thereby, becauſe it is a body named without ſubſtance, and not *in Rerum natura*, and there will be underſtood a privation without being, and where there is not *Materia & forma* firſt, there can be no privation. But if part of the Goods were laden, then the Aſſurors are liable for ſo much as that part of Goods did coſt or amount unto: Albeit that in this (as I have touched before) Cuſtom is to be preferred above Law; for the Civil Law (if there be many Aſſurors in a Ship upon the Goods laden therein) maketh all the Aſſurors liable *pro rata*, as they have aſſured according to the ſaid part of Goods laden, if a loſs do happen; or if there be cauſe to reſtore the *Premio*, or Salary of Aſſurance in part. But the Cuſtom of Aſſurances doth impoſe the loſs upon thoſe Aſſurors which did firſt underwrite, and the later under-writers of the Aſſurors do not bear any part of the loſs, but muſt make reſtitution of the *Premio*, and reſerve only one half upon the 100 ℔, or 10 ß. for their underwriting in the Policy of Aſſurance, as is obſerved. The Civilians therefore have noted, that in Aſſurances the Cuſtoms of the Sea-Laws, and uſe amongſt Merchants is chiefly to be regarded and obſerved.

Cuſtom to be above Law in this particular.

In like manner, if a Ship bound for a certain Port, being at Sea, be driven back to the ſame from whence it departed, and by tempeſt be caſt away, the Aſſurors are to anſwer the damage of the Goods laden therein, for ſo much as they did Aſſure, as they do in other

other caſualties. Aſſurors therefore are rightly exempted by the Divines and Canoniſts, to be no manner of ways Uſurors, taking a benefit by Contract, &c.

The matter of loſs being well examined and made plain, the Commiſſioners then with a mature deliberation do ſet down their determination and ſentence, that the Aſſurors ſhall pay every one the Money by him aſſured; and if thereupon any one do deny to make paiment accordingly, then (upon Certificat to the Lord Mayor of *London*, and ſome of the ſaid Commiſſioners made of his refuſal) they have by Act of Parliament (as aforeſaid) authority to commit the ſaid Aſſuror to Priſon, there to remain until he do pay or ſatisfie the ſaid ſentence or final decree, which no Man of any Credit will incurr. And thus is this laudable Cuſtom eſtabliſhed in *England*; and beyond the Seas they are compelled by the Magiſtrats to perform the like ordinances or ſentences pronounced in the like caſes of Aſſurances.

CHAP. XXIX.

Of Shipwreck, and things found upon the Seas.

THE Merchant or the Aſſured, together with the Aſſurors have great cauſe of encouragement to look after the Goods of a Shipwreck, for there is no forfeiture of the ſaid Goods; but with all Humanity every Man is bound to aid them thereunto, and whoſoever ſteals any ſuch Goods, he ſhall pay fourfold to the Owner thereof, if he be purſued within a year and a day, and as much to the Prince or Admiral: Wherein the Sea-Law is ſo ſtrict, that the ſtealing of a nail or the value thereof maketh the party Guilty to the reſt of the Goods. So that by the Ordinance of the Emperour *Antonius*, the Thief or Robber of ſuch Goods ſhould be beaten, and baniſhed for three years; or if were he of baſe condition, ſcourged to the Gallies: For he that will not help ſuch diſtreſſed Men, ſhall be counted as a Murtherer. And therefore may no Man hinder Ships to tie their Ropes, or lay their Anchors on land. And therefore did *Hadrian* the Emperour ordain, that all Men having poſſeſſions on the coaſt, ſhould attend carefully upon ſuch chances, otherwiſe they to be anſwerable for all things miſſed by Robbery or ſtealth.

If no Man in due time claim ſuch a wreck, then it belongeth to the Prince or Admiral, and any action for Shipwreck muſt therefore be commenced within a year and a day.

Wherein alſo is to be noted, that if the Ship only periſh, and the Goods be ſaved, then the Goods ſhall pay the tenth or the fifth, as the difficulty of the ſaving thereof ſhall require. For Gold, Silver, Silk, and the like things of eaſie tranſportation ſhall pay leſs than Goods of greater weight and burthenſome for carriage, as being in greater danger, except the Maſter carry in his Ship to a place where he ſhould not, and then is the Merchant free of the Maſters loſs. Now of things found upon the Seas, or within the flood mark, theſe are of three ſorts; either found on the ſtream floating, and then are called Floatſon; or found on the Sea bottom, and drawn up from it, and then called Lagon; or found on Land, but within the Sea flood, or caſt forth there by ſtorm and the Water, and then are called Jetſon. *Floatſon.* *Lagon.* *Jetſon.*

Concerning Floatſon and Jetſon, whether things be caſt up by Shipwreck, or elſe left or loſt through caſting in ſtorms, the finders thereof (as ſome Lawyers are of opinion) ſhould do therewith as with other Goods found upon Land, that is, to proclaim the ſame to be forth-coming to the true Owner, becauſe the loſer remaineth ſtill Proprietary of them: And if no Man claim the ſame, the finder to keep the ſame to himſelf. But by the *Rhodian* Law, the finder hath one fifth part for the ſaving. And in

France

France by the Admiralty of *Rochèl*, they allow *Pour le Droict de ſauvage* one third part, which my ſelf have allowed of eighty Pipes of Oyl, and twenty two Butts of Sacks, which became Floatſon out of a Ship of *Diepe*, called the Deſire, which did periſh near the Iſland of *Saint Martin de Rea*, not far from *Oleron*, in the year 1589. the *French* K. *Henry* the fourth late deceaſed being then but King of *Navarre*. So hath a Diver for drowned Goods, one third part upon eight cubits deep, and upon fifteen cubits he hath half, and upon one cubit but a tenth; which of late years was accordingly allowed in ſome part of *Ireland*, for drawing up ſome Ordinance of the Ships, which of the *Spaniſh Armada* did periſh upon the Coaſt, *Anno* 1588. But by the Cuſtom now uſed, every Man of ſome quality will claim all as his own, if it cometh upon his Land, contrary to the Law of *Oleron*, which gives it to the finder.

Allowance to Divers in the Seas.

If Ships or Boats are found on the Sea, or upon the Coaſt, without any living creature therein, and no Man claiming the ſame within a year and a day; then the half is allowed to the finder, and the other half to the Prince. But of late years all is left to the arbitriment of the Admirals, to conſider the finder or taker with ſome portion for his travels, charges, and danger. And if the finder conceal ſuch Goods, whether Anchor, Timber, Jewels, dead Men with Money or Jewels about them, he not only loſeth his part, but alſo ſhall be fined at the will and pleaſure of the Admiral.

If Whales, or Regal Fiſhes, Ships or Boats without living thing in them, be driven by force of wind and waves only to any Coaſt or Land, then all and wholly doth appertain to the Admiral. But in the year 1617. a great Whale being found on the Coaſt in *Suffolk*, where Sir *Robert Lloyd* Knight was Admiral for the late Queen *Ann*, his Majeſties Conſort, for her Lands there; he took not the benefit hereof, as he might have done, but the ſaid Queen had the ſame.

In like manner, a *Deo dando* or Deodant appertaineth to the Admiral, that is to ſay, the thing (whether Ship or Boat) that cauſed the death of a Man, or whereby a Man did periſh unawares.

To conclude this point, let us remember that in cauſes of ſpoil, it is ſufficient by the Laws of *England*, for the ſpoiled to prove his Goods by the mark, and the Shipwreck may not only be proved by the Perſons living, but alſo by the Perſons who were preſent at the preparation of their Voyage, even their own Parents and Children, if none of the Ship (broken) be alive.

CHAP. XXX.

Of Partners of Ships and Voyages.

FORASMUCH as Partners and Owners of Ships cannot be conſtrained by the Law to remain in Partnerſhip, although they had made a covenant never to ſunder or ſeparate themſelves; therefore are there many conſiderations to be had and required in the ſame.

And firſt it is generally obſerved and accuſtomed, that if Owners of a Ship newly builded or bought between them, ſhall fall out and be at variance, the ſaid Ship ſhall be employed and make one Voyage firſt, upon their common charges and adventures, before any of the Partners be heard to ſunder and diſcharge their part. And after that, if they cannot agree, he who deſires to be free, is to offer to the reſt his part, and to ſet the ſame upon a price, as he will either hold or ſell; which if he will not do, and yet refuſeth to ſet the Ship forth with the reſt of the Owners or Partners, then may they rig the ſaid Ship at their own charges, and

Law of *Oleron.*

and alſo upon the adventure of the refuſer, ſo far as his part doth extend, without any account to be made unto him of any part of the profit at her return. But they are only bound to him to bring her home ſafe, or the value of his part to be anſwerable for, and that juſtly: Becauſe Ships were made and invented in common for the uſe of all Men, even of them that dwell in the Mountains, as on the Sea Coaſts, and ordained for ſailing, and not to lie idle and unoccupied. But if the Perſons who have moſt part of the Ship, refuſe to abide in Partnerſhip with him who hath a ſmall part, that neither he can ſell his part at a price, without great loſs, nor is yet able for want of means to attain or buy their parts; then are they all bound to put the Ship to an appraiſement, and ſo to diſpoſe of her by ſale, or ſetting of her forth on a Voyage accordingly; by means whereof their diſcord may be ended, and the Ship not ſpoiled. And if for want of buyers in that place, the Poor Partner can neither avoid the oppreſſion of the Richer, nor yet the Rich ſatisfie the Poor Man, which may alſo be wilful, then may the Judge of the Admiralty or the ordinary Judge deal and decree the ſame, as he may do *in omnibus aliis bonæ fidei actionibus*: And conſider of all the circumſtances of the Perſons, of the matter of difference, and of their motives; that thereupon he may adminiſter juſtice, in giving every Man his due right.

A Maſter placed by the Owners.

In caſes where Owners do agree, and Voyages are undertaken, there the Maſter of the Ship is placed by the Owners, and they ought to make good the Maſters fact and deed; ſo that the Mawer may lay his Action upon any one of the Owners, but the reſt of the Owners ſhall *pro rata* of their portions be contributary thereunto, except the handling of the Ship be ſo ſeverally divided amongſt them, or that the Maſter hath not his Power and Commiſſion of them all; or that the Maſter hath bound himſelf above his Commiſſion, as if he have taken up Money to mend the Ship, when as he needs it not, or that he have no Commiſſion at all: In which caſe the Lender committeth an overſight, and hath no remedy but againſt the Maſter. But if there were cauſe of mending the Ship, and the Maſter ſhould ſpend the ſame another way, the Owner is to ſatisfie the Creditor notwithſtanding. And above all things, Money Lent for Victuals to the Ships company ſhould be paid and preferred before all other debts.

If a Merchant contracting with a Mariner that is not a Maſter, be therein overſeen, he muſt content himſelf, for he can have no Action againſt the Owners, except for a fault done by a Mariner which hath been hired and put in by the Owners.

Again, albeit that by the Sea-Laws the Owners may not purſue any Perſon obliged to the Maſter; yet are they permitted to ſue upon the Maſters Contract, as if they had been principal Contractors. Becauſe herein they do repreſent and undertake the Perſon of the Maſter, and theſe priviledges are granted to the Owners for the good of the Commonwealth, and augmentation of Traffick.

Nevertheleſs the Maſter is not bound to render an account of all to the Owners, as for Paſſengers which are found unable to pay: And ſo are not Owners bound to anſwer for the Maſters negligence. But it is very convenient if the Owners be in place, that the Maſter do not let the Ship to fraight, or undertake any Voyage without the privity, knowledge, and advice of the Owners, or of ſome of them, to the end many things may be adviſed by them, whereof the Maſter was ignorant.

CHAP. XXXI.

Of Moneys taken upon Bottommary, by the Maſter of a Ship, called Fœnus Nauticum.

THE name Bottommary is derived by the *Hollanders* from the keel or bottom of a Ship, upon the parallel whereof the rudder of a Ship doth govern and direct the ſame: And the Money ſo taken up by the Maſter of the Ship is commonly done upon great neceſſity, when Monies muſt be had in forrein Countries to perform a Voyage; for the Uſe paid for the ſame is very great, at 30. 40. and 50 *pro Cent.* without conſideration of time, but within ſo many days after the Voyage ended. This Money is called *Pecunia trajectitia*, becauſe that upon the lenders danger or adventure it is carried beyond or over the Seas: So that if the Ship periſh, or that all be ſpoiled, the lender doth loſe the Money. But on the contrary, Money letten at intereſt is delivered on the peril of the borrower; ſo that the profit of this is meerly the price of the ſimple Loan, called *Uſura*: But the profit of the other is a reward for the danger and adventure of the Sea, which the Lender taketh upon him during the Loan, which is to be underſtood until the Voyage ended: Therefore if the Money miſcarry either before the Voyage begin, or after the term appointed for the full Loan, then the peril pertaineth to the Borrower thereof, and not to the Lender: I mean of perils proceeding by ſtorm, violence, ſpoil, or ſuch like occaſions which cannot be eſchewed by any diligence of the Borrower. Therefore if the Borrower imploy that Money upon Commodities, and that the ſaid Commodities become forfeited for Non-payment of Cuſtom, the Lender ſhall be clear of any damage thereby. It is alſo to be noted, That Money lent at Maritime Intereſt, without hazard, but upon Security, ſhall pay no profit otherwiſe than the Money lent at Intereſt, becauſe the Security is given over and above for the Lenders aſſurance. Again, ſuppoſe it were Money not entred in the Purſers Book, and yet lent for the need of the Company within the Ship during the Voyage, if before the day appointed for the payment, Shipwreck or ſpoil happen, then ſhould the loſs come in contribution between them; becauſe if that Money had been lying by the lender ſtill unlent, it had been in common danger with the reſt. But if the time appointed were paſt, with the perils aforeſaid, then ſhall the borrower pay that Money ſo borrowed, free from all contribution.

Difference between intereſt Money and Bottommary.

Locatio or hire.

Further, in caſe the Borrower detains any ſuch Money Lent as aforeſaid, beyond the time appointed for the repaying, he ſhall at his return not only pay the profit agreed upon before the Voyage, but alſo augment the ſame according to the longer time, and ſhall pay the profit of that firſt condition accordingly.

Some Merchants there are that will deliver Money in nature of *Uſura Maritima*, joyning the Uſe Money and danger of the Seas, either upon the Ships or Goods, all in one conſideration, and ſo take 25 or 30 upon the hundred, at the return of ſuch a Ship from ſuch a Voyage: Wherein they have an eye to the Perſon that taketh up the Money, making account to be better aſſured by a vigilant eye upon a Merchants Traffick, whom they muſt truſt (if they will make benefit of their Moneys) rather than to deliver their Money unto another, of whoſe dealing they cannot give ſo good a judgment. As for example, they know that ſuch a Merchant doth deal for *Turky*, and that in known Ships trafficking that way, the deliverer of Money goeth unto him, and maketh an offer to Lend him 1000 ℔ for a Voyage to be made with Kerſies and Tin to *Tripoly*, and that he will bear the adventure of that Money during all the Voyage, which he knows

Combination of Intereſt Money and Aſſurance.

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is commonly performed within the year: For (ſaith he) you know that I am an Aſſuror, and you do uſe to Aſſure your Goods, and to increaſe your trade you take up Money at uſe of others in ſmaller ſums: It may therefore be very commodious for us both to include the price of the Aſſurance and the uſe Money together; and ſo with the return you ſhall be provided to pay me again, if God do proſper the Ship and make homewards ſpeedily: If not, I can demand nothing of you, but muſt be content to bear the loſs with Patience. Hereupon a Contract is made betwixt them, ten in the hundred is accounted for the uſe Money, and ten in the hundred for the adventure of the Goods outwards, and another ten in the hundred for the adventure of the return homewards, in concluſion there is 30 *pro Cent.* ſo that upon the return of the ſaid Ship he is to have 1300 ℔ within ſuch a time as they commonly agree, be it one or two Months after. This is a good bargain for the lender, howſoever the borrower of the Money may ſpeed; for the lender hath not to do with the ſale of Goods, nor with the return of them: But he will be ſure that at the return of the Ship he will have his Money paid him, not only by the provenue of the Kerſies and Tin which was bought with 1000 ℔ he lent; but alſo with the return of all other Goods which the borrower did lade more in the ſaid Ship for *Tripoli* as aforeſaid, and in like manner for other places,

Contract of Intereſt and Aſſurance joyntly.

CHAP. XXXII.

Of Shipping and Navigation.

UNDER the name *Navis* is all kind of Shipping underſtood, and *Navigium* is a general word many times uſed for Navigation. So that it is not of any moment to deſcribe the diverſity of Ships, as Carracks, Galleons, Galleaſſes, Gallies, Centauries, Ships of War, Fly-boats, Buſſes, and all other kinds of Ships and Veſſels. But that we may underſtand the Sea-Laws, and Cuſtoms obſerved therein, appertaining to the Law-Merchant, as alſo thoſe things which properly may concern Ships, as followeth.

All Ships being made for ſailing, are to be prepared accordingly, both for goodneſs and fit timber, and convenient Building; as for the placing of the rudder of the Ship upon the right parallel of the keel of the Ship, for therein conſiſteth a main point for ſwift ſailing, which is found to be a great defect in many Ships partly new Built and repaired: For new timber and old mixt together doth never endure long, eſpecially if the Ship be not repaired in time before ſhe be much decaied, which often cometh to paſs when the Owners of it cannot agree therein. The Law therefore is commendable, that if the moſt part of the Owners, or thoſe that have the greateſt intereſt and part therein, cauſe the ſame to be repaired, that he who provideth not his Money for his part within four Months after, ſhall loſe his part to the other Owners, if he refuſe to be conformable with the reſt, or with his Partner in the ſaid Ship, who did disburſe the ſame; and moreover he is to pay the conſideration of the Money alſo, for the time that the ſame was laid out.

The Parallel of Equality.

Some make a queſtion, whether a Ship ſo amended and repaired ſhall be taken to be the ſame? But it is clear, that ſo long as the keel of the Ship remaineth, it is ſtill the ſame Ship; ſo is it always belonging unto the Owners of the Ship, although they had fabricated and amended the ſame with another Mans timber: For the ſelling of a Ship is not a ſufficient courſe to alienate the ſame; but the quiet poſſeſſion thereof muſt be delivered upon the ſale made. And although the ſale be made, and the poſ-

seſſion of a Ship delivered, if nevertheleſs it afterwards ſhall appear that ſome have committed Piracy with the ſame, the party who loſt his Goods may lay an Action to the Ship in place convenient. Hence the proverb ariſeth, that ſuch a Ship cannot drink of all waters. Albeit this Law is not general, no more than a Ship driven by tempeſt into an Harbor or Port, is ſubject to pay Cuſtom there, albeit ſome demand the ſame, although no bulk be broken, which ſeemeth to be unreaſonable. A contract therefore taketh his ſtrength from the Parties contracting, and the place where it is made, according to the Cuſtoms thereof. It is therefore alſo dangerous to fraight unknown Ships, which may be ſubject to other Mens actions, and that in many places, where wind and weather may command them to enter; for Ships are properly reputed amongſt moveables, *Quia non ſunt immobilia.*

A Ship which cannot drink of all waters.

Here the Shipwrights or Builders of Ships are an eſpecial ſort of Perſons to be conſidered and reſpected, called by the *Grecians Naupegi*; who are ſubject to the juriſdiction of the Admiralty, and to render an account of their skill and knowledge in the Building of Ships, to make the frame thereof comely and ſtrong, tyth and durable, or elſe pay the penalty to be impoſed upon them for all coſts and damages. Therefore they are to provide good materials, and refuſe to take bad ſtuff, as Aller, Beech trees, and ſuch like ſpongy timber for ſalt water; whereunto Merchants muſt have a ſpecial regard, and look that no green timber be put in the work, but ſuch good Oak as hath been cut down either at the wane of the Moon, or in the deep of Winter, or at ſuch times as experience proveth wood to be moſt ſolid and durable: For being cut in other ſeaſons and dried up, it becomes open to receive the water, and conſequently the air, which is the cauſe of putrefaction in all things vegetable.

Of Shipwrights.

Concerning Iron they are alſo to have a care that it be not brittle, and that all be performed with great care: Shipping being the walls of the Kingdom of *England*; and Shipwrights are forbidden under pain of Treaſon to Communicate or make their Art known unto Enemies or Barbarous People.

From Shipping let us come to Navigation, of the neceſſarineſs whereof no Man ever doubted, and whoſe perils are always eminent: Inſomuch that *Anacharſis* ſaid, that Travellers on the Seas were no farther from death, than ſo many inches as the timber of the Ship was thick or broad: According to the ſaying of the Satyr, *Digitis à morte remotis quatuor aut ſeptem, ſi ſit latiſſima tæda.* Whom *Byas* the Philoſopher would neither reckon amongſt the living, nor thoſe who had life infuſed. And he was eſteemed to commit a great errour, that would bring any Goods by Sea, which he might transfer by Land. Whereof more hereafter.

Navigation dangerous.

No Man can be prohibited to ſail in the main Sea, albeit in ſome places (where the waters are as Royalties unto them) it be prohibited; as the *Venetians* do in the Adriatick Lake, and other Princes and Commonweals in their Juriſdictions and Commands, which hath been obſerved time out of mind, and is taken for a moſt antient preſcription.

If a Ship bound for *Venice* do enter into the River of *Lixborn*, and there deliver ſome Goods or Merchandiſes, and afterwards entring into the *Streights* of the *Mediterranean* Sea, be driven by contrary winds to ſome other place or Iſland in the ſaid Seas, and then make after that his diſcharge at *Venice*, all this time of the Voyage is but one Navigation, and the Maſter of the Ship hath committed no fault, and done his endeavour if he did depart from the firſt Port at the appointed time by the Charter-party limited. But foraſmuch that we have already entreated of his duties to the Merchant, let us in the next Chapter remember Navigation, with the Community of the Seas, and now make an abridgment of the Imperial Sea Laws of the Haunce Towns.

Sailing from Port to Port.

CHAP.

CHAP. XXXIII.

An abridgment of the Imperial Sea-Laws of the Haunce Towns, made in the year 1614.

HAVING already in the precedent Chapters declared the Sea-Laws generally obſerved in all Countries, and that in compendious manner; I have thought good nevertheleſs to abridg in this place the Imperial Sea-Laws of the Haunce Towns, as they have been reviewed and exactly ſet down by the Magiſtrates of all theſe Haunce Towns, at an aſſembly in the famous City of *Lubeck*, the 23. day of May, 1614. under 15 titles in ſeveral articles, as in the margin is declared.

Of the Building of Ships.

No Man ſhall ſet forth or cauſe any Ships to be Builded in any of our ſaid Towns, unleſs he be a Citizen, or have obtained leave of the Magiſtrate.

No Maſter of a Ship ſhall undertake to Build a Ship in their Partners abſence, unleſs he do it at his own charges, and be able to ſet her forth alone, upon pain of half a Dollar for every Laſt, to be paid, the one half to the Magiſtrate, and the other half unto the Poor.

The Maſter of a Ship is to confer with his Partners, and to conclude of what burthen the Ship ſhall be Built, and in what manner, to be done all in writing; and if it be found bigger, to pay two Dollars for every Laſt, *&c.*

The Maſter hath no power to enlarge the Building of a Ship after ſhe be at Sea, unleſs it be upon great neceſſity, to advance the Voyage, and for her Safeguard, otherwiſe all the charges of it ſhall be his own.

The Owners, Partners, or the Maſters of Ships ſhall have no power during the Building of the Ship, to give away any of the materials or Victuals of the Ship, but to bring the ſame to account, unleſs all of them do agree thereunto, otherwiſe they are not to be paid for.

That with their general conſent, ſome two or more Perſons be appointed to buy all which ſhall be requiſit to the Building of the Ship, and proviſion, and they to deliver an exact account of it by particulars, *&c.*

Of the Owners or Partners of Ships, and Maſters.

The Maſter of a Ship which hath been formerly for others at the Seas, ſhall not be imployed by others, unleſs he produce a teſtimonial that he is diſcharged from the Owners in decent manner, upon pain of 40 Dollars.

A Maſter being entertained, is forthwith to be Aſſured by the Owners, of his wages, whereby he may be able to deal with his Mariners; and the ſaid Owners are to do their endeavour, to make good on their parts what ſhall be neceſſary for the Voyage.

All Owners are to cauſe good accounts to be kept, and to deliver upon the finiſhing of them, publick Writings and teſtimonials of the Maſters good behaviour, and diſcharge of his undertaking, upon pain, *&c.*

If the Owners of a Ship cannot agree with the Maſter, as is fitting, they may by general conſent make choice of another, and pay the ſaid Maſter his wages, and diſcharge him: And if he have any part in the ſaid Ship, they are to pay him for the ſame according to juſt appraiſement.

Of the Maſters office.

Every Maſter of a Ship is to have knowledge of the compaſs, and to be able to govern and direct the ſame, and to hire his Mariners accordingly; or in default thereof to be puniſhed for his preſumption and undertaking.

To

To provide Mariners of experience, and that the Ship be not overladen, nor too light laden, but to have his due ballaſt, and to have his Cabin and overlop clear.

That he be on Ship-board every night, and upon ſpecial occaſions being abſent, he may leave his Mate and other that may ſupply his place.

That they do not too much meddle with Merchandiſe or Trade, whereby they ſhall be hindered in the due care of the charge of the Ship.

The Maſter is duly to pay the Mariners wages, without any abatement, unleſs it be for Moneys lent them before, or cauſe to pay any thing to the Owners.

The wages due to Mariners for places near at hand, are to be paid but by two payments; but for remote and long Voyages, in the three payments; one at the departure, another upon the unlading of the Goods, and the third upon the ending of the Voyage, by equal portions in third.

If a Maſter upon ſome reaſonable occaſion will diſcharge his Pilot, either upon the unlading or relading, he is to pay him full wages.

If Mariners be unruly, and give occaſion to hinder the Voyage any way by their misbehaviour, to be proved by two other Mariners, the Maſter may ſet them on Land, or cauſe them to be puniſhed according to their demerit.

If Mariners will not teſtifie of their fellows misbehaviours, the Maſter upon his Oath ſhall be believed, and the Mariner to be puniſhed accordingly.

If a Maſter do conceal the offences of Mariners, he ſhall forfeit and pay fifty Dollars, half to the Magiſtrate, and half to the Poor.

If a Mariner ſhould kill another, the Maſter is to keep him in Irons until he bring him unto the firſt judicature to be Judged, *&c.*

If a Pirat or Thief ſhall come aboard, and the Mariners are willing to defend the ſame, and yet the Maſter will not fight, this Maſter ſhall never be put in truſt any more, nor have credit as an honeſt Man, nor be ſuffered to dwell in any of the Haunce Towns.

If a Maſter be put in truſt to bring over Pearls, pretious Stones, or Money, which are wares of no volume to pay fraight, but a conſideration; the Maſter is to have the fourth part of it, and the other three parts are to be the Owners.

If the Maſter being part Owner, will ſell his part, or cauſe his Owners to pay dear for it; the ſaid part is to be valued by indifferent Perſons, and the Owners or ſome of them are to pay accordingly.

If a Maſter without cauſe will ſail in another haven than he is fraighted, and loſs do happen, he ſhall anſwer the ſame of his own means.

If a Maſter ſhall ſell the Ship and the Merchants Goods, and run away, he ſhall not remain in any of the Haunce Towns, and ſhall be purſued to anſwer for the ſame to the uttermoſt by all means.

If by contrary wind and weather being entred into another Harbor, the Merchant doth ſell his Goods, the Maſter is to have his full hire, or to go the Voyage.

If a Maſter find himſelf in places where neither himſelf nor his Pilot is acquainted, and may have Pilots, but will not uſe them, he is to pay one mark of Gold for his puniſhment.

If a Maſter have his lading in Corn, which becommeth hot, he is to cool the ſame in convenient manner, if wind and weather do not hinder him, and the Mariners are to have two ſhillings lups for every Laſt, for doing of it.

Of the hiring of Mariners.

No Maſter from henceforth ſhall take any Mariners to hire, without they have a Paſport of their laſt ſervice, upon pain of two Dollars, which Paſports every Maſter is to give, and ſhall be Printed with Blanks for the names.

None ſhall hire another Mariner by enticements of words, or by giving greater wages, but take them of courſe, upon pain of ten Dollars, *&c.* And if the Mariner take his own leave, the Maſter may claim half the wages which another ſhall give him.

The Mariners ſhall keep their promiſe of fidelity to the Maſter, and be of good behaviour, and quietly live together, upon pain as followeth.

If

If any do put himſelf forth to be a Pilot, Boatſwaine, or any other officer, and ſhall be found inſufficient by two credible honeſt Men, or be proved by his company, they ſhall not only loſe their wages, but alſo be puniſhed according to the fact.

If a Mariner be entertained, and at the Maſters charges, and before the Voyage the Maſter take diſlike of him, he may diſcharge him, giving one third of his wages, but it ſhall be of the Maſters purſe, and not for the Owners to bear any part thereof.

When the Maſter hath entertained the Mariners at the Ship expences, the Mariners are to make their lodging on board, and to content themſelves with it.

When the Ship is come to ſome Port, or arrived at the place, the ſaid Mariners are not without the Maſters leave to go on ſhore, upon pain to be impriſoned, and further to be puniſhed as cauſe ſhall require.

The Mariners ſhall have no gueſts on board without the Maſters conſent.

No Mariner ſhall have his Wife on board in the night, upon pain of a Dollar if he do offend.

No Mariner is to diſcharge any ordinance, or ſhot without the Maſters commandment, upon pain to pay double for the pouder and ſhot.

All Mariners ſhall both at Sea and in the Harbour keep true watch night and day, according to the Maſters appointment, upon pain of half a Dollar to be abated of his hire, and by default to be puniſhed, *&c.*

Whoſoever be found to ſleep upon the watch, ſhall forfeit 8 ſhillings lups, and he that findeth him ſleeping and conceals it, ſhall pay the like.

No Boatſwaine ſhall loſe a cable without the Maſters or Pilots commandment.

When a Ship is detained by wind and weather in any ſtrange place, no Mariner ſhall depart or go on ſhore without the Maſters leave, upon pain to loſe half wages, the half of it to the Maſter, and half to the Poor.

Neither ſhall the Mariners go on ſhore when the Ship is at Anchor, without the Maſters leave, upon pain of half a Dollar.

If any Mariner go on Land without leave, and become wounded, the Maſter is not to look to ſee him healed.

If a Boatſwaine being abſent be the cauſe of ſome great harm or loſs, he ſhall anſwer for it: And if he have no means he ſhall be then impriſoned one whole year with bread and water: And if by his default the Ship periſh, or ſome body be ſlain, he ſhall anſwer for it with his life, or be puniſhed according to his offence.

When the Maſter with ſome of his Mariners goeth on land, the Mariners are to attend in the boat for him, or to follow his order: And if any remain all night on ſhore, he ſhall loſe his portage, and be puniſhed.

When a Maſter hath hired his company for a certain place, and he hath afterwards advice of his Owners or Partners, that more profit is to be made in another place; the Mariners are to be content therewith, and to take content for their wages: Wherein if they cannot well agree, then the moſt ancient are to conclude, or other indifferent Perſons: And if any Mariner be not ſo contented, and thereupon quarells, he ſhall be puniſhed as a mutinous Perſon. The like is to be done in any fraight which might happen, where the Maſter is agreed with, which being performed, then to be determined in like manner for all controverſies as aforeſaid.

When a Maſter hath maintained at his expences the Mariners in the Winter ſeaſon, they ſhall not ſeek to have their wages augmented.

If a Ship be detained by ſome Prince or Potentate, or ſent on a Voyage, the Mariners are to ſerve nevertheleſs; and if any run away they are ſeverely to be puniſhed: And having ſerved, the difference alſo is to be ended with indifferent proceeding, as is aforeſaid.

If Mariners will go away upon ending of half the Voyage, the Maſter may demand all their whole wages.

If any Mariner Officer having received half wages, run away, he is to be purſued and burnt in the Face with ſome letter for a mark.

If

If any Mariner do commit any outrage to the Maſter, he is to be ſeverely puniſhed according to the offence. And if they combine or conſpire againſt the Maſter, whereby he may be driven into ſome other Harbour, or receive great detriment to the Ship and goods, all is to be puniſhed both by wages, life, and Goods accordingly.

If the Ship become aſſailed by Pirats or Frybuters, the Mariners are to defend the ſame, and to aſſiſt the Maſter: And if they be found partakers in the taking of the ſaid Ship, they are to be beheaded for it.

If a Ship be in danger at Sea by tempeſt or ſtorms, the Mariners are to do their uttermoſt endeavours to help the Maſter to ſave the Ship and Goods: And if caſt away, to help to ſave the furniture thereof, as alſo the Goods and Merchandiſes, and of them to have ſome recompence for the ſaving: And for default, to be puniſhed by all means whatſoever.

When a Ship is to be prepared or ſet forth, it muſt be done with a free and good will, and that all things may be bought at the beſt hand; wherein one or more Perſons may be employed with the Maſter, taking care to beſtow all things in convenient place, with the conſent of the Owners; that the fleſh be well ſalted and preſerved, and all other Victuals provided to be Shipped at the appointed time, all with good order and direction.

But when a Maſter of a Ship doth Victual in ſome other Country where he hath no Owners, he muſt always buy all things as good as he can, and thereof keep always a true and juſt account, wherein if he be found to deal fraudulently, he is to be puniſhed for a Thief.

Therefore to prepare all things whereby a Voyage may be ſooner accompliſhed, the Magiſtrates are to take care as well as the Owners, to further the ſame; ſo that the Merchant or the Fraighter of the Ship making the Goods ready to be laden, may find the Ship ready at the appointed time agreed upon, upon forfeiture of the whole fraight.

No Maſter of a Ship ſhall for himſelf alone, or his Owners, deal or lade any Merchandiſe and Goods in the Ship, without the knowledge of the fraighter of the Ship, but do all things orderly.

And whereas it may happen that in the preparing of the Ship ſome of the Owners may not agree to the ſame; moſt voices ſhall over-rule the ſame, as the manner is in all Sea Laws, and then Money may be taken upon the Ship for his part, by Bottommary, called *Fœnus Nauticum.*

Of Bottommary. The Maſter of a Ship hath no power to take up Money by Bottommary in places where his Owner or Owners dwell, unleſs it were for ſo much only as his part cometh unto in the ſaid Ship; otherwiſe his own Goods, and not the Ship, is to anſwer the ſame.

But when a Maſter is out of his Country, and where he hath no Owners, nor any Goods of theirs, nor of his own, and he cannot find means to take up by exchange, or otherwiſe, and that for want of Money the Voyage might be overthrown; then may he take Money upon Bottommary, and all the Owners are liable thereunto, otherwiſe he ſhall bear the loſs.

Of Admiralty. When Ships do enter into Admiralty one with another, whoſoever breaketh the Admiralty, is bound to anſwer the damage which ſhall happen thereby: If he have it not in Money, he ſhall make ſatisfaction by all other means.

Of Goods caſt, or Averidge. If a Ship at Sea be in danger, ſo as Goods muſt be thrown overboard, theſe caſt Goods are to be anſwered by Ship and Goods, as an Averidge, wherein the Owners and Goods on board pay all *pro rata.*

If a Maſter cut his maſts or ſails by ſtormy weather, the Merchant is to bear part of the loſs; but not if the maſt do break, or the ſails be blown over-board.

The rating of the Goods loſt, or to be caſt into an Averidge, is to be reckoned upon the Ship, as the ſame ſhall be valued to be worth, and that for ſo much as he muſt take the ſame, if the Merchants will ſuffer it, and the like to be done in the appraiſement of Goods, and the Ships fraight.

When Merchants Goods are taken at the Seas, ſome of one Man, ſome of another

Mans;

Mans; every one is to bear his own loſs, unleſs it were otherwiſe agreed before the ſetting forth of the Ship.

If a Ship break on the Seas, or be caſt away, whereby it cannot make his Voyage, then there is but half fraight due for the goods ſaved. Of Shipwrack and Goods found at the Seas.

When a Ship receiveth damage upon the Sea, by the Maſters negligence, and bringeth nevertheleſs the Merchants Goods home, the Maſter is to have his full fraight: But for the Goods which he bringeth not there is no fraight due; and if any be damnified, he is to make good the damage.

If any Man find any Shipwrack Goods upon the Coaſt, or in the Seas, driving near the Ship, and Fiſheth up the ſame, he is to anſwer the ſame to the next Magiſtrate, or Juriſdiction thereunto adjoyning, be it Town or Country, and the finder ſhall have for his labour and pains the twentieth part. But if it be ſtolen Goods upon the Seas, then he is to have $\frac{1}{4}$ part.

When there is Shipwrack apparent to be on the Seas, the Maſter is to ſee the Perſons to be Landed firſt, then to ſave the Goods, Tackle, Apparel and all the furniture; and of that which is ſaved, conſideration for it is to be made by the arbitrement of honeſt Men.

If ſo much be ſaved of the Ships furniture as the fraight cometh unto, then are full wages to be paid to the Mariners.

When two Ships at Sea cannot ſhun one another, and both ſuſtain damage, upon proof made by oath not to be wilfully done, it is ended. Of other damages at the Seas.

If a Ship under ſail do run upon another Ship at Anchor, and ſink the ſame, or commit other damage, the party offending ſhall pay for all, and the Ship ſhall alſo be liable thereunto, according to indifferent judgment.

If by ſtorm a Ship break looſe and run upon another, and indamage the ſame, the loſs to be repaired as aforeſaid.

If Ship receive damage by the Anchor of another Ship having his boy, the ſame is to pay the damage; and if both Ships be in fault, then the ſame to be born proportionably.

When a Ship is ſafely arrived at his place of diſcharge, the Mariners are to be diligent to look to their diſcharge, upon pain of half wages. Of diſcharging of Ships, and delivering of Goods.

No Maſter ſhall ſell any of the Ships Victuals, unleſs it were to prevent ſome loſs, and ſo bring the Money to account, or upon neceſſity of others to help them in diſtreſs; and the remaining Victuals he is to deliver to the Owners, and the Mariners ſhall take no part thereof after diſcharge, and the Purſer of the Ship is to look to the ſafe keeping of it.

The Mariners are not to caſt the ballaſt into the water, but to cauſe the ſame to be carried to the appointed place.

The Maſter is to deliver inſtantly (upon his diſcharge) a true account, *&c.* Of the Maſters reckoning, and of the lading, *&c.*

The portage of Mariners ſhall not be allowed for *Spain* nor *France*, *&c.* but when they are laden with Salt, then they may have it homewards.

The Mariners deſerving well, are to have certain extraordinary wages, and in all accidents and ſickneſs to be provided for; all which is agreeable to the Sea Laws before declared. Of wages extraordinary.

CHAP. XXXIII.

Of Navigation and Community of the Seas.

TRAFFICK and Commerce (without Navigation) would be of ſmall moment: Therefore even as God the Author and Creator of all things, hath made of the Waters and Earth one perfect Globe, for their more mutual ſervice to Mans uſe; ſo hath he alſo diſtributed his ſeveral and diſtinct Bleſſings to divers Climates, to the end that (by ſupplying the barrenneſs of ſome things in one Country, with the ſuperfluities and fuitfulneſs of other Countries) there might be a Communication and Entercourſe between all Nations, by way of Traffick and Communication of things interchangeably, whereby one Common-weal ſhould live with another; ſo that Traffick between all People (having Peace one with another) is free. And according to the common right of Mankind, *Jure Gentium*, the Navigation through all the World, is no leſs free and open to every one, than the uſe of the air. God having ſo diſpoſed of the four Elements, two to ſwim above Mans head; and two to lie under his feet, the Earth and the Water. Hence it proceedeth, that paſſage both upon Land and Sea through all Chriſtian regions, is and hath been ſo indifferently permitted to all perſons of all Nations, even to *Turks*, *Jews*, *Barbarians*, and *Pagans*, (not being profeſſed Enemies) much leſs to be reſtrained therefore of Chriſtians in all reſpects, both by Land and upon the Seas, underſtanding the great main Ocean Seas, which cannot be hindred but by the right of Wars.

The Law of Nations.

This excellent art of Navigation is now ſo much practiſed and known, that the Voyages heretofore performed by Sir *Francis Drake* Knight, and after him by Maſter *Candiſh*, ſailing round about the Globe of the Earth in leſs then three years time, is become no matter of admiration; and may be done in far ſhorter time, as daily experience doth prove.

Of the variation of the Compaſs.

Marvellous is that natural property of the Magnes, called alſo Loadſtone or Adamant ſtone, whereby the needle of the Compaſs being touched, immediately turneth to ſome one certain point of the Heavens, and after ſundry motions hither and thither, findeth reſt only in one place and point. And albeit this point in ſeveral Horizons be different, yet in any one Horizon it remaineth permanent; and therefore it plainly appeareth, that the ſame proceedeth of ſome conſtant permanent cauſe natural, and not of any uncertain cauſe accidental; but what this cauſe ſhould be, is hitherto unknown. The moſt probable and beſt allowed, is the point Attractive, which ſhould be of ſuch vertue as to draw the needle touched, always towards the ſame point; affirming that there is a great rock of Magnes ſtone, diſtant from the Pole certain grades. I have of late years ſeen a Magnes ſtone (which the party ſaid to have had from a rock in *Sweathland*) which weighed not much more than one pound, and ſuch was the Attractive power of it, that thereby an Anchor of thirty pound weight was drawn up, as my ſelf and divers others have made trial of; howſoever, this Mathematical reaſon following is worthy the conſideration of a good judgment.

As the Axis of the Earth, notwithſtanding all other motions, remaineth (as it were) immoveable; and yet in reſpect of the Spherical form of the Earth in every ſeveral Horizon maketh a line Meridional, by reaſon of the Section made in the ſuperfices of the Horizons, by Meridians, having all that Axis as their common Diameter: So may it alſo come to paſs of the line of the needle, and his variation, the needle being always permanent in one plain ſuperfices, according to the ſeveral Section of the

plain

plain wherein it reſteth, and the Horizon there may continually be made, in every plain new variations: For a ſimile as in a pair of Ballances of equal weight, there is a certain motion to and fro, before they find their true place of reſt (the ſame being only in the level of the Horizon) which cometh to paſs by the Attractive Center of the Earth; who drawing unto him either weight with like force, finding the ſubſtance like alſo, compelleth them to reſt in the ſuperficies, like diſtant from that Attractive Center: So in the needle, being a body indued with two ſeveral properties, the one of Gravity and the other of Levity, which being equally poized, forceth him to abide in the Horizon; the other being Magnetical and received by the touch, cauſeth him to reſt alway in that one Meridian to the Magnes appropriate; it thereby cometh to paſs, that after ſundry ballancing this way and that way, it only ſettleth in the common ſection of this peculiar Meridian and Horizon. So that even as in Dials, the line of the ſtile only accordeth and concurreth with the Meridian line, in ſuch as are void of declination (but in all ſuch plains as are declinatory, the line of the Stile varieth from the Meridian line, and the ſame Angle of variation alſo altereth as well in reſpect of inclination as declination) ſo it may be ſuppoſed this variation of the Compaſs to be nothing elſe but the Angle comprehended between the Meridian line, and the common ſection of the Magnetical Meridian to the Horizon, in the Horizonceal plain; and this Angle to be always exactly equal to the Angle contained of the Meridian line, and line of the Stile, the Longitude of the place proponed, accounted from the Magnetical Meridian, being equal to the declination of the Dials plain ſuperficies, making computation from South to Eaſt circularly, and the Latitude of the place equal to the complement of the inclination of the ſame ſuperficies Horological, wherein every Man at his pleaſure may judge with underſtanding, if he have taſted but of the firſt principles of the Mathematicks or Coſmography. And having made mention of the Attractive Center, I call to memory a conference, which in the year 1606 (being in *Yorkſhire* about the Allom Mines, and certain Lead Mines in *Richmondſhire*) paſſed between the Archbiſhop of *York*, Doctor *Matthew*, and my ſelf, in preſence of *Ralph* Lord *Evre*, with whom I went to *York* to congratulate the ſaid Archbiſhop newly come to that See, which was concerning the Center of the Earth, which he ſaid was unknown unto him what to conjecture of it; whereupon we entred into a large diſcourſe, inſomuch that from the loweſt Center, we did clime and aſcend to the higheſt Clymate by imaginary conceits (for ſo is all the ſtudy of the Circle of the Zodiack, and the appropriation of the twelve Signs therein:) And after many reaſons of the Earths ſtability, againſt the *Pythagorians* and *Copernicus* doctrin of Mobility (that is to ſay, whether the Heavens move, and the Earth reſteth immoveable, or the Earth move, and the great Orb of Stars be permanent mentioned before) we did find all this to be imaginary, and in that conſideration and imagination we did deſcend to the lower Center again; and thereupon conclude, that whereas the Center is taken to be as a point of a great Circle, and ſo all weighty things falling thereunto, it may as well be a great Circle whereupon all other Orbs run in circumference circularly: Seeing that the Earth and Waters together make the perfect Globe as aforeſaid, and all weighty things may be inclining to that Circle. But this matter being not concerning Navigation, let us return again to our obſervations, that the main Ocean Seas are common to all Nations as the paſſages are on the Land to be Navigated for Traffick and Commerce, yet no one Man can Traffick with any Nation without their conſent.

Experiences of former ages doth confirm this imaginary Circle of the Zodiack.

Concerning the Art of Navigation, Mariners have one great imperfection, that is, the want of exact rules to know the Longitude, or Arks Itineral, Eaſt-and Weſt, without the which they can neither truely give the place or ſcituation of any Coaſt, Harbour, Rode, or Town; nor in ſayling diſcern how the place they ſail unto beareth from them, or how far it is diſtant: Whereby they are inforced long before they come to any Coaſt, all night to ſtrike ſail, not otherways than if they were upon it, thereby loſing the benefit of proſperous winds, in ſuch ſort ſometimes, that whereas keeping a true courſe, they might have been quietly at road, they are by contrary and

adverſe tempeſts carried far off, and ſo not without great charge to the Owner, pain to the Company, and peril to their Ship, are enforced to waſte their time; which of late years by ſome new Chartes and Inſtruments is in ſome part amended, albeit the ſaid Chartes are ſtill deſcribed with ſtreight Meridian lines running equidiſtant or parallel, which is erroneous: And they ſuppoſe that running upon any of their points of the Compaſs, they ſhould paſs in the circumference of a great Circle, and therefore in the plain Cards deſcribe thoſe winds with ſtraight lines, which is another abuſe. For the Ship ſteming the North and the South, only maketh her courſe in a great Circle Eaſt or Weſt, ſhe deſcribeth a parallel, and being ſtirred on any other mean point ſhe delineateth in her courſe a Curve or Helical line, neither ſtraight nor circular, but mixt of both: Which ſuppoſition being well obſerved, between two different Angles of variation, and conferred with ſome ſuch third Angle of a Curve line, every degrees ſayling or thereabouts, will ſhorten their courſe of ſayling, that (with like wind and weather) they ſhall perform that in twenty four hours, wherein they ſpend above three or four days, and many times the Voyage is thereby loſt and overthrown. As I made Sir *Francis Drake* Knight, to take notice of, in the year 1587. and after that more ſenſibly to Sir *Walter Rawleigh* Knight.

A very rare obſervation reſpecting the Latitude.

CHAP. XXXV.

Of the diſtinct Dominions of the Seas.

PLATO the Philoſopher, perceiving that Equality would be the cauſe that every Man ſhould have enough, was of opinion, and willed all things in a Common-wealth to be common; whom Sir *Thomas Moore* in his Utopian Common-wealth ſeemeth to imitate, to the end that an infinite number of Laws already made, and the making of ſo many new Laws as daily are made might be aboliſhed; whereas all of them are not ſufficient for every Man to enjoy, defend and know from another Mans, that which he calleth his own proper and private Goods. But finding afterwards that this Equality could not be eſtabliſhed, and that many other inconveniences ſhould ariſe thereby, he did wiſely revoke the ſame in his ſecond Common-wealth. For the ſame was never uſed in any age, nor by the Word of God commanded, when from the beginning he willed Man to ſubdue *the Earth, and rule over the Fiſh.* And again after the flood, willing Man to repleniſh the Earth, and for the better performance thereof ſcattering Mankind at the Building of the Tower of *Babel*, over all the face of the Earth, dividing the Iſles of the Nations into the ſeveral Lands, God being the Author of Nature, as alſo of the diviſion: Inſomuch that when Mankind was propagated to an infinite number of Creatures, and things upon the Earth not ſufficient for their ſuſtenance, then of neceſſity followed the uſe of Trading upon the Seas, both for Fiſhing and Negotiation; which could not be done if all things had been common, neither on Land, nor upon the Seas, which thereupon became diviſible, in places of Fiſhing, but not in the main great Seas, which is common to all Nations (*Jure Gentium*) as in the precedent Chapter is declared; not that the words intend any Law ſet down by common conſent of all Nations, but only denoteth unto us the example or cuſtom of other Nations in ſayling and Traffick over the Seas, with Commodities reared upon the Land and by the Seas joyning thereunto, and not in the main Ocean Seas where no Fiſhing can be uſed; whereby the properties of both Lands and Seas are diſtin-

Renuntiation of Goods in common. *Gen.*1.28.

distinguished by the said Law of Nations, agreeable in this particular with the Law of God: For the Moral Law prohibiting Theft and the coveting of other Mens Goods, doth declare the said property. And the Ceremonial Law, willing every Man to make sacrifices of his own, doth confirm the same. By Divine Law.

The means which God hath appointed, to make this distinction of the Dominions upon the Seas, are as certain as the mensuration of the Land whereunto the Sea is adjoyning, and in propriety to be esteemed accordingly, taking their names of the Countries and Kingdoms adjacent, or of their scituation; as *Mare Britannicum*, *Mare Germanicum*, *Mare Hibernicum*, and for scituation, *Mare Mediterraneum*, observed by Cosmographers, Historiographers, and Mathematicians: This is performed with the help of the Compass, counting of courses, soundings, colour of the gravel or sands, and other ways to design *Finitum ab infinito*: So far as is expedient for the certain reach and bounds of Seas, properly appertaining to any Prince or People; wherein the Doctors of the Civil Law have recorded excellent observations. *Baldus* saith, *Vidimus de jure gentium, in Mare esse Regna distincta, sicut in terra Auda.* By the Civil Law. By the Law of Nations and Customs.

Bartolus doth in his opinion allow for Princes and People at the Sea-side *Centum milliaria*, which is one hundred leagues of Sea from their Coast, if they extend their protection so far, called by them *Districtus maris & territorium*, which is most plain in those Seas where the Isles of *Garnesey* and *Jarnesey* are so sensible and visible to the Realm of *England*, or where there are such rocks or eminent marks as the Washes at the West Seas thereof; to which purpose *Paulus* a renowned Civilian saith, that it is not needful for him who would possess himself of any Land, to go about, and tread over the same; but it is sufficient to enter in upon any part thereof, with a mind to possess all the rest thereof even to the due marches, to be made apparent by the instruments of Geometricians. And the like may be designed upon the Seas, notwithstanding the solidity of the one, and the continual flowing to and fro of the other. *Ad legem* 1. *de ter. divisione, In Sect. nullius in tratt. de insula.* Visible Marks of Dominion.

This distinction of dominion having continued so many hundred years, needeth not to be corroborated with other proofs and arguments: Yet let us note *Obiter*, that if the same were not distinguished as aforesaid, one born upon the Seas should have no Country or Nation to appeal unto, and a dying intestate upon the Seas, should minister occasion of question to know who should administer his Goods; and making of a Will, how the same should be proved and executed by Law, without approbation of some Court or Jurisdiction: Whereas we find many Admirals of the Seas, and their several Jurisdictions upon the Seas, as Deputies to their Princes or States, who are always absolute Commanders in their precincts according, to the treaties and contracts made between Princes, which are in the nature of Laws, and inseparable of the said Princes right on the Land, concerning the possession of their Kingdoms or Common-weals, as the fundamental cause of their dominion, wherein discontinuance (of any part of their right) cannot be pleaded against them. The Kings of *England* nevertheless have been provident and careful herein: For Historiographers have recorded, that King *Edgar* (one of the *Saxon* Kings long before the Conquest) made a survey yearly of the four great Seas, and stiled himself Lord thereof even until *Norway*, and his progress was most toward the North. It is also affirmed, that the said King *Edgar* caused an inscription to be made upon his Tomb for a monument, calling himself *Dominus quatuor Marea*: And as *Papinian* the Jurisconsult saith, *In finalibus questionibus vetera monumenta sequenda sunt*. But this for the dominion of the Kings of *England* over their Seas, is not needful. For afterwards *William* Duke of *Normandy*, after he had subdued the Realm of *England* by Conquest, caused himself not only to be proclaimed King, but also that all the Goods of the Subjects were his, and so caused the Land to be divided, and yet was contented to change the title of a Monarchy by Conquest into a Monarchy Royal, and was also Lord of the said four Seas, by the former *Assumpsit*, which had then continued 200 years; and his progress by Sea was most Westward. For when Princes or Kings do stile themselves by Proclamation, then the continuance thereof (without opposition of other Princes) is holden and observed as inviolable and permanent. Cases of Civil Law, or Admiralty. *Matthew* of Westm. *Ranulp. Cestrienſis. Anno* 973. *Mare Britanicum. Mare Hibernicum. Mare Germanicum. Mare Deucalidon. Jo. Bodinus. de Rep.*

Now

Grafuons Chronicle. Now King *Henry* the ſecond ſucceeding *William* the Conqueror, within one hundred years, did joyn *Ireland* to the Crown of *England*, and did reduce *Normandy* and other places in *France* to the Crown, taking (as it were) a new poſſeſſion of the ſaid Seas: And *Henry* the firſt every year, or within three years at the furtheſt, croſſed over into *Normandy*, having taken *Robert* Duke of *Normandy* Priſoner.

Chro. Malmeſbury. John Hayward. In the time of King *Edward* the third, there was a diſputation held with *France*, concerning the Fiſhing of the Seas about *Brittain*: In which it was proved to belong to *England*, and thereupon *France* diſclaimed therein, as appeareth by the ſaid King *Edward* the third his Proclamation yet extant. Which arguments and contracts are as a Law effectual. And herein I muſt remember the ſingular care which the Right Reverend Father in God Doctor *Abbot* (now Archbiſhop of *Canterbury*, and Metropolitan of *England*) hath had in procuring (at his great charges for the good of our Poſterity) an excellent great Volume or Manuſcript which was heretofore taken at *Calais* in *France* when the *Spaniards* took the ſame, *Anno* 1596. and carried to *Bruxels* in the *Low-Countries*, whereof I have had the peruſal, and made an Abſtract of the Chapters of the ſame, *viz.* The treaty of Peace between *Edward* the third, King of *England*, and *John* King of *France*, for themſelves and their eldeſt Sons, namely *Edward* the Black Prince of *Wales*, and *Charles* Duke of *Normandy* Regent; the *French* King his Father being Priſoner to the ſaid King *Edward*: Which Treaty was made the Eighth of May 1360. in *Brittain* near *Chartres*, and confirmed at *Calais*; whereupon ſixteen Hoſtages were given to the King of *England*, by the *French* King, who was to come thither in Perſon, and to pay three millions of Crowns for his Ranſom, of two Crowns to be reckoned for an *Engliſh* Noble, called in King *Henry* the eighth his time Angel Noble, being ſome 750000 ℔ ſterling. The Ship whereof upon the one ſide, did ſignify the dominion of the Seas; whereunto old *Chaucer* the Poet did allude in *Henry* the fifth his time. This Money was to be paid, to wit, ſix hundred thouſand Crowns at *Calais*, within four Moneths after King *Johns* arrival there, more, four hundred thouſand Crowns within the year, and ſo much yearly until the full paiment made within the City of *London*, being the Kings Chamber.

By antient records, and Treatiſe, &c.

A rare Book remaining with the Archbiſhop of Canterbury.

The ranſom of King John of France.

After this follow the particular Letters for the delivery of ſeveral Countries and Towns, as *Caours*, *Carſin*, *Monſtreul*, *Calais*, *Rochel*, *Turain*, *Poitiers*, *Poitou*, *Xantes*, *Xantogne*, *Dagonois*, *Perigot*, and divers others, beſides many letters concerning the *French* Kings liberty, and his Hoſtages, and of the homage to be made by the Earls and Barons to the King of *England* (who remaineth with the title of Soveraignty and Domayne) beſides many other memorable things; ſo that all matters concerning the Seas and Land were eſtabliſhed for thoſe Seas: And King *Edward* took ſix pence a Tun for Fiſhing Ships. King *Henry* the fifth who did Conquer all *France*, and had the poſſeſſion of *Mare Britannicum*, loſt nothing of his right; no more did *Henry* the ſixth, and King *Henry* the ſeventh, as may appear by their Proclamations, Treaties, and Contracts, not only with the *French*, but with the Archdukes of *Burgundy*, as by *Guiccardins* Chronicle, or Hiſtorical deſcription of the *Low-Countries* appeareth. And as Doctor *Dee* in his Book of Navigation affirmeth, King *Henry* the ſeventh in conſideration of the Fiſhing Trade, properly belonging unto *England* (in his Seas and Dominions) had reſolved to ſettle a Trade thereupon, which he preferred above all Voyages; for in thoſe days, there was no Fiſhing Trade eſtabliſhed in the *Low-Countries*. And it is not yet one hundred years compleat, that one *Violet*, *Stephens*, and other diſcontented Fiſhmongers departed the Realm of *England*, and went into *Holland* to the Town of *Enckhuſen*, where they procured the inhabitants to Fiſh for them, in his Majeſties of Great *Brittain* Seas, ſtreams, and Dominion: Which inhabitants (upon the deceaſe of the ſaid *Engliſh*-men Fiſhmongers) took the whole Trade to themſelves, diſperſing the ſame into many other Towns, whereby the ſame is admirably increaſed. Queen *Mary* being Married with King *Philip* the ſecond of *Spain* (under whom all the ſeventeen Low Provinces were united) granted a leaſe unto the ſaid King for the Fiſhing of his Subjects in the North parts of *Ireland*, for one and twenty years, for a certain fine, and paying one thouſand pound yearly

Chro. Hollingſhed. Chr. Froiſſart. Guiccardin. and the ſaid Treatiſe.

By original antiquity.

into

into the Treaſury of *Ireland*, and *Edward Finton* Knight then Treaſurer. And the Company of the old Haunce *in primo* of the ſaid Queen *Mary* had alſo liberty to Fiſh within the ſaid Seas, upon certain conditions, as appeareth in the Chappel of the Rolls of the Chancery. And for *England* Northwards, licences were given at *Scarborough* Caſtle.

To this diſtinction of dominion of the Seas, I call to memory the proceedings of that victorious King *Henry* the eight, who during the time that *Calais* was under the Crown of *England* (as it hath been full 211 years) uſed the invention of the ſign of the Portcullis, ſignifying the power of locking up of the narrow Seas between *Dover* and *Calais*, which was thought convenient to be uſed upon the Coyn made for the *Eaſt-Indies*, at the beginning of that Trade, being pieces of the value of eight Royals of *Spain*, whereof there was Coyned in the Tower of *London* for a trial (in January 1600) ſome ſix thouſand pounds, which could not be made currant there, becauſe the *Spaniſh* pieces of eight Royals, had been before that time counterfeited by other Nations, which made the *Eaſt-Indians* to doubt of our Coyn, although without cauſe. This noble King *Henry* (having procured the Emperour *Charles* the fifth to meet with the *French* King) went over in Perſon with a great Power to beſiege the Town of *Bulloigne* in *France*, and when he ſaw that the Emperours Tent or Pavilion was made with the two Pillars of *Hercules*, and the inſcription *Plus ultra*: And likewiſe the *French* Kings Tent with the three Flower-deluces, and the title of *Primus Chriſtianorum Rex*, He cauſed an Archer to be made upon his Pavilion with Bow and Arrows, and his inſcription was *Cui adhereo præeſt*, declaring thereby his preſent ſtrength whereby he did qualify thoſe Wars, and Peace was made between the Emperour and the ſaid *French* King, it being true that the ſtate of a Prince doth as much conſiſt by reputation, as by ſtrength. Invention of the Portcullis.

Our Soveraign Lord King *James*, hath alſo been mindful of his right of diſtinct Dominion; for the great bleſſings which Almighty God hath allotted to the Kingdoms of Great *Brittain*, *Ireland*, and the Iſles adjacent under his Majeſties Dominions, is ſo viſible to all the World, as that thereby they are raviſhed with admiration. For albeit that the Earthly bleſſings are produced in ſeaſonable times: Yet the bleſſings of the Seas are directed and pointed at by the Finger of God at infallible ſeaſons, cauſing thoſe watery creatures to offer themſelves for our ſuſtenance, and for the general good of all creatures in places certain, within his Majeſties Seas, Streams, and Dominions, and not into the Main where Fiſhing cannot be effected. Whereupon his Majeſty before his comming into *England*, did let the Fiſhing of *Scotland* to the *Hollanders* for fifteen years, it being agreed by more antient Treatiſe between them, that the Fiſhing then agreed upon ſhould be eighty miles from the Coaſt, to the end the Scoles of Herrings ſhould not be interrupted. His Majeſty in the fourth year of his Reign of Great *Brittain*, made a Grant to one *Collyns* of *Coventry* for twenty one years for the Fiſhing in ſome parts of *Ireland*: And the like Grants have been made for the Iſles of *Garneſey* and *Jarneſey*, according to the Common Law of *England*, which (in this point concerning his Majeſties right of Dominion) is very copious, the handling whereof I leave to the learned and judicious of the ſaid Law. Grants made for Fiſhing. By the Common-Law.

In the ſeventh year of his Majeſties ſaid Reign, his Highneſs cauſed a Proclamation to be made, concerning his Dominion of Fiſhing, which being compendious and ſubſtantial, I thought convenient here to be inſerted *Verbatim*.

JAMES, *By the Grace of God, King of Great* Brittain, France *and* Ireland, *Defender of the Faith*, &c. *To all and ſingular perſons to whom it may appertain, greeting. Although We do ſufficiently know, by Our experience in the Office of Regal dignity (in which by the favour of Almighty God, We have been placed and exerciſed theſe many years) as alſo by obſervation which we have made of other Chriſtian Princes exemplary actions, how far the abſoluteneſs of our Soveraign Power extendeth it ſelf. And that in regard thereof We need not to yield account to any perſon under God, for any action of Ours which is lawfully grounded upon that juſt Prerogative: Yet ſuch hath ever been, and ſhall be Our care and deſire to*

give

give ſatisfaction to Our neighbour Princes and friends, in any action which may have the leaſt relation to their Subjects and Eſtates: As We have thought good (by way of friendly Præmonition) to declare unto them all, and to whomſoever it may appertain, as followeth.

Whereas, We have been contented, ſince Our comming to the Crown, to tollerate an indifferent and promiſcuous kind of liberty to all Our friends whatſoever to Fiſh upon Our Streams, and upon any of Our Coaſts of Great Brittain, Ireland, *and other adjacent Iſlands, ſo far forth as the permiſſion or uſe thereof might not redound to the impeachment of Our Prerogative Royal, nor to the hurt and damage of Our loving Subjects, whoſe preſervation and flouriſhing Eſtate We hold Our ſelves principally bound to advance before all worldly reſpects: So finding that Our connivence therein, hath not only given occaſion of over great encroachments upon Our Regalities, or rather queſtioning of Our Right; but hath been a means of much daily wrongs to Our own People that exerciſe the Trade of Fiſhing, as (either by the multitude of ſtrangers which do preoccupy thoſe places or by the injuries which they receive moſt commonly at their hands) Our Subjects are conſtrained to abandon their Fiſhing, or at the leaſt become ſo diſcouraged in the ſame, as they hold it better for them to betake themſelves to ſome other courſe of living. Whereby not only divers of Our Coaſt Towns are much decaied, but the number of Mariners daily diminiſhed; which is a matter of great conſequence to Our Eſtate, conſidering how much the ſtrength thereof conſiſteth in the power of Shipping, and the uſe of Navigation. We have thought it now, both juſt and neceſſary (in reſpect that we are now by Gods favour, lineally and lawfully poſſeſſed, as well of the Iſland of Great* Brittain, *as of* Ireland, *and the reſt of the Iſles adjacent) to bethink Our ſelves of good and lawful means to prevent thoſe inconveniences and many others depending upon the ſame. In the conſideration whereof, as We are deſirous that the World may take notice, that We have no intention to deny Our neighbours and allies, thoſe fruits and benefits of peace and ſpiendſhip which may be juſtly expected at Our hands in honour and reaſon, or are afforded by other Princes mutually in the point of Commerce and Exchange of thoſe things which may not prove prejudicial unto them: So becauſe ſome ſuch convenient order may be taken in this matter, as may ſufficiently provide for all theſe important conſiderations which do depend thereupon: We have reſolved, firſt, to give notice to all the World, that Our expreſs pleaſure is, that from the beginning of the Month of Auguſt next coming, no perſon of what Nation or Quality ſoever, being not Our natural born Subject, be permitted to Fiſh upon any of Our Coaſts and Seas of Great* Brittain, Ireland, *and the reſt of the Iſles adjacent (where moſt uſually heretofore any Fiſhing hath been) until they have orderly demanded and obtained licences from us, or ſuch Our Commiſſioners as We have authoriſed in that behalf,* viz. *at* London, *for Our Realms of* England *and* Ireland, *and at* Edenborough *for Our Realm of* Scotland. *Which licences Our intention is, ſhall be yearly demanded, for ſo many Veſſels and Ships, and the Tunnage thereof, as ſhall intend to Fiſh for that whole year, or any part thereof, upon any of Our Coaſts and Seas, as aforeſaid, upon pain of ſuch chaſtiſement, as ſhall be fit to be inflicted upon ſuch wilful Offenders.*

Given at our Palace of *Weſtminſter* the fixth of May, in the ſeventh year of Our Reign of Great *Brittain, France* and *Ireland, Anno Dom.* 1609.

By this Proclamation, is his Majeſties Right and Dominion of the Seas expreſſed in two words, by Lineal and Lawful poſſeſſion of an hereditary Kingdom or Kingdoms whereunto thoſe Seas are joyned and appertaining.

It is not a Dominion obtained by an elective Kingdom, as *Poland*, *Hungary*, and others; neither is it had by any firſt Diſcovery, wherein the Pope muſt be a Mediator, as *Alexander* the ſixth was between the King of *Caſtile* and *Portugal* upon the Diſcovery of the *Eaſt* and *Weſt-Indies*, by drawing a line upon the Globe, from the Iſland of the Canaries, to make the diviſion between them; neither is it like to the Whale fiſhing in *Greenland*, where ſome upon their Diſcovery took neither poſſeſſion, much leſs had any occupation, which maketh the ſtronger right: Neither is it by gift or purchaſe, as ſome *Italian* Princes in the *Mediterranean* Seas, which

which do nevertheleſs injoy both freedom and benefit thereby; but it is undoubted and indiſputable as aforeſaid. The beſt mark of diſtinct dominions upon the Seas.

To conclude this Argument, the diſtinct dominion of a bordering Prince upon the Seas, is beſt ſeen by the Tribute or Tax which he taketh upon fiſhing Ships, whereof we have many preſidents.

In *Ruſſia* many leagues from the *Main*, Fiſhermen do pay great Taxes to the Emperour of *Ruſſia*, and in moſt places none but his Subjects are permitted to Fiſh, and the *Hollanders* do give him the tenth Fiſh.

The King of *Denmark* taketh great tribute, both at *Wardhouſe* and the Sound.

The Kings of *Sweathen* have done the like, which is now continued by the King of *Denmark*, or *Norway*. The Duke of *Medina Sidonia* taketh for Tunyn.

King *Edward* the Third of *England*, took ſix pence for every Tun in his time, which by inhauncing of the Money is now 18 pence.

All the bordering Princes of *Italy*, do take tribute of the Fiſh taken within the *Mediterranean* Seas, for their ſeveral Territories.

In *Lappia*, Fiſhermen do pay Moneys in the Sound for paſſage to fetch it, over and above the tenth Fiſh.

The Earl of *Orkney* taketh the tenth Fiſh, for the Iſles of *Orcades* under his Juriſdiction: As the Fiſhermen do to the Lords of the Manors in the Weſt parts of *England*, for Pilchards, Hake and Conger.

The States of the United *Low-Countries*, do take an Impoſition upon Fiſh taken within the Seas and Streams of other Princes, as alſo near their Coaſt; and their Subjects Trafficking with the *Ruſſians*, as *Haunce Noblett*, *Haunce Van Stracle*, *Robert Englegrave* and others, do continually pay the tenth Fiſh, unto the Emperour of *Ruſſia*.

All which is requiſite for Merchants to know, to prevent troubles or loſſes, for the pretence of ignorance doth not excuſe, as our Merchants of *Kingſtone* upon *Hull* have found to their exceeding loſs heretofore.

CHAP. XXXVI.

Of Cuſtoms, Subſidies, and Impoſitions paid upon Commodities.

WHEREAS Cuſtoms, Subſidies, Impoſitions, Toles, Accizes, Impoſts and other duties, by the exemplary Actions of Princes, and Common-weals, are due by the Law of Nations; as a matter inherent to their Prerogatives, becauſe they are abſolute Commanders in their Harbours, Havens and Ports, where Commodities are exported: Every Merchant is bound to take notice thereof and to obſerve the ſame, according to the ordinances and proceedings uſed therein in all Countries reſpectively: To avoid the danger of the loſs and forfeiture of his Commodities, and to make a true calculation how to buy and ſell to profit, obſerving how much upon the hundred pounds in value of his Commodities (rated by the orders of divers Countries) the ſame amounteth unto, and to add the ſame with the charges upon Commodities, to the price whereat the ſaid Commodities were bought, as well in his native Country, as in other Countries where he doth Traffick and Trade. Cuſtoms upon Commodities due by the Law of Nations.

In *Ruſſia*, *Denmark* and *Sweathen*, the Cuſtom and Ordinance is; if a Merchant do not declare all his Commodities, which he importeth or exporteth, but concealeth ſome part of them; all the Commodities of that kind, are forfeited to the Prince; and he ſhall find but ſmall favour to redeem them. Rigorous dealing for Cuſtoms.

In *Spain*, and other Dominions of the King of *Spain*, the Commodities concealed are only forfeited, unleſs they be prohibited and unlawful Goods.

In *England*, *Scotland*, and *Ireland* is the like, and only the Goods concealed are forfeited, and may be had again upon a reaſonable compoſition; for the Statute Law giveth Authority to the Officer who maketh the ſeizure, that upon licence ſued forth to compound, he may do it ſafely for his part, which is the one moity; and for the other moity which is the Kings, Merchants are graciouſly dealt withal, by the Judges or Barons of the Kings Exchequer, or others thereunto authoriſed: Inſomuch that it hath happened that ſome Merchants relying upon this favorable dealing, have adventured to expoſe their Commodities unto the forfeiture thereof, being Commodities which pay much Cuſtom and Impoſition: As Cambricks, Lawns, Tobacco, Cutcheneal, *Venice* Gold Threed, and other things, becauſe they were (in a manner) aſſured to make compoſition under the ſum which they were to pay for Cuſtom and Impoſition.

Abuſe of favourable dealings.

In *France* and *Germany* is the like for concealed Commodities, which are not declared in the Cuſtom-houſe; and Jewels, and precious Stones, and Pearls are freed of Cuſtom. And ſo was it in *England*, until of late years, ſince the Cuſtoms were taken to Farm, and yet they pay but three *pro cent.* of the value of their appraiſement, to be rated by the Officers of the Cuſtom-houſe at *London*. But if any Merchant or Jeweller bring over any Jewels or precious Stones and Pearls, he is to declare them to the Officers or Waiters of the place where he landeth, otherwiſe they will be ſeized (by water or land) as forfeited to the King; wherein more ſtrict dealing hath been uſed of late, ſince the King hath letten to Farm his moity of the Seizures. So that firſt of all the Cuſtom of concealed Goods muſt be paid, before any compoſition be made, next, the compoſition being made, then may the Informer be agreed withal. And no Commodities can be delivered upon ſecurity to the owner, as formerly by the Law was accuſtomed to be done; but they muſt remain in ſome ſufficient cuſtody until the matter be tried by Law, or compounded by agreement. But prohibited Commodities (as Allom and other things) by Letters Patents and Proclamation, the poſſeſſion may be had, upon ſecurity to be given to anſwer the value thereof, according to the appraiſement made of them. And theſe Commodities (if the Maſter of the Ship do not declare them, upon his entry made in the Cuſtom-houſe, upon his oath) are alſo ſubject to the forfeiture, although they come conſigned unto a Merchant or Factor unawares, by another Merchant that knew not that ſuch Commodities were prohibited to be imported. The like is it for a Merchant ſhipping out unlawful wares: But herein he may have intelligence by the Cuſtomer, before he do lay them upon the water to be Shipped. Again, if a Merchant carry Mony by water down to *Graveſend*, with an intention to beſtow the ſame in Bays at *Sandwich*, or in other Commodities at *Canterbury*: He is firſt to declare the ſame in the Searchers Office, or elſe the Money is loſt, and three times the value upon information. For no Mony of Gold or Silver, or any forrain Coyn or Plate brought into the Kingdom, can be tranſported; only for Paſſengers expences, ſome four or five pounds may be carried out. But for Commodities brought in, which have paid Cuſtom, the ſame may be Shipped out again by Cocket, without paying any more Cuſtom and Impoſition; ſo it be done upon good Certificate, that it is the ſame Commodity, and that the property thereof is not altered; and this muſt be done within ſix months after their importation.

Strict orders for Cuſtoms at *London*, &c.

All Merchants Ships being laden, have always (time out of mind) been permitted to break bulk below, or at *Tilbury-Hope*, and to pay no Cuſtom, but for the Goods they brought up, or landed in *England*, and not for the Goods which they did tranſport in the ſaid Ship, or in any other veſſel or Ship: Which priviledge and certainty of Merchants Cuſtom ought to be ſeriouſly obſerved, better than it hath been of late. And of this and other obſervations, Merchants and Factors are to give notice to their Friends and Maſters, to the end they do not incur any danger, which (to avoid

Permitted to break bulk at *Tilbury-Hope*.

in

in ſome ſort) is effected by entring the goods upon ſight of the Cuſtomers view, by opening of them. To enter goods upon ſight.

In *Barbary* and other places, where the Cuſtoms are payed in kind or *Species*, if any part be concealed and not entered, that only will be forfeited; and yet the loſs is greater, becauſe they will make Choice of the beſt: As for example, Suppoſe a Merchant doth enter divers Sorts of Linnen-cloth, and concealeth ſome pieces, the Officers will take both the tenth piece for the Cuſtom, and all the concealed pieces of the beſt and fineſt Sorts, to your exceeding great loſs.

In the *Low-Countries* and *Germany*, as alſo in moſt places of *Italy* and *Turkey*, you ſhall only forfeit the goods concealed, and be permitted to compound for them as you can agree, wherein the Circumſtances in ſome places will be conſidered, and the manner how the error grew, or whether it were done with a ſet purpoſe.

There are alſo in divers places allowances made (as in *England*) upon Wines in regard of lecage of ten or fifteen upon the hundred, or elſe all the Butts and Pipes are to be filled up, and ſo to pay accordingly; wherein the time of the Voyage, foul weather and other accidents are to be conſidered, to make your compoſition thereafter. Allowances made upon Cuſtoms and Impoſitions.

Upon Cloths to be ſhipped out, there is allowance made of the tenth Cloth for a wrapper, which payeth no Cuſtom: And ſo of all other woollen Commodities, which pay after the rate; as three Northern Kerſies for a Cloth, four *Devonſhire* Kerſies, two ſingle Dozens, one double Dozen, ſix Cardinals, Pinwhites, Statutes, Stockebridges, Straties, and Taviſtockes, four *Corniſh* Dozens, Penniſtones unfriezed, Iſland Dozens, and Northern Plains for one Cloth; two *Bridgewaters Corniſh* and *Devonſhire* double Dozens, *Florentins*, Northern Dozens ſingle, and Pennyſtones for a Cloth, to be underſtood for a ſhort Cloth coloured or white of twenty and four yards long, weighing 60 ℔ until 64 ℔, whereof Engliſh Cuſtom was a Noble, and the Merchant Stranger thirteen Shillings and four pence, whereunto is added the ancient Cuſtom heretofore payed by the Merchants of the Steel-yard or Hauncetowns being 14 pence, ſo together 14 *ß* 6 d a Cloth, beſides the overlength of 3 d ½ the yard; which is of late compriſed in the new Impoſition of the pretermitted Cuſtom for weighing of Cloths, at two pence the pound, ſo that a ſhort Cloth payed in times paſt a Noble, and now ten Shillings, beſides the overlength, according to the weight, after the ſaid rate at two pence for the pound: All which the Merchant ſtranger payeth double. Allowance upon Cloths. The pretermitted Cuſtom of Cloth.

Alſo whereas of late years, ſince the Cuſtoms were letten to farm, all Commodities, as Sugars, Spices, Raiſons of the Sun, and others are weighed, and thereupon the Tarra for the Cask or Cheſt is to be allowed, and ſo the Cuſtom is payed. There ought good allowance to be made for the ſaid Tarra, becauſe many Commodities being unladed, and having taken the moiſture of the Seas, increaſeth the weight of their Cask; ſo that Merchants pay many times Cuſtom for that which they have not, by the ſtrict dealing of Officers contrary to equity and juſtice, if they do not warily look to their affairs, wherein the Officers may alſo be excuſed. Allowance for Tarra or Cask.

Now to conclude touching Cuſtoms, we muſt conſider what they may amount unto upon the hundred; according to which, Merchants are to caſt up their accounts for benefit and loſs, as aforeſaid.

The Cuſtom in *England* (called *Parva Cuſtuma*) was three pence upon every pound, that the Commodities are rated in the Cuſtom Book, which is payed by Merchants ſtrangers, now altered paying ſixpence. Cuſtom.

The Subſidy or Poundage is payed by all Merchants of what Nation ſoever, which is 12 d upon all Commodities brought in. And for Cloth exported 6 *ß* 8 d for *Engliſh* Merchants, and Merchants ſtrangers double. Subſidy.

The new impoſition eſtabliſhed in the year 1608. is alſo 12 d upon all Commodities imported, and upon ſome Commodities exported is limited; ſo that Cuſtom and Subſidy in *England* is 12 ½ upon the 100 for Merchants ſtrangers: Beſides Butleridge or Scavage, almoſt one *pro cent.* more for goods inward; and for *Engliſh* Merchants is ten upon the hundred. Impoſition.

Impoſt. The Impoſt of Wines is limited upon the Butt, Pipe, Hogſhead, as by the Book of rates, with the compoſition Money, and other duties.

In *Spain* and *Portugal* they take after divers rates for Commodities, ſome $\frac{1}{10}$ or $\frac{1}{15}$ and twenty five upon the hundred, eſteemed to be one with another *un quinto* or $\frac{1}{15}$ part, or 20 *pro Cent.* with the Alcavalla, taken from Brokeridge to ſell them. In *Barbary* ſeven *pro Cent.* aboord.

Alcavalla.

The Turk taketh $\frac{1}{5}$ part, as the *Egyptians*. The *Venetians* take 3,5,7, and 10 upon the hundred with great adviſement, and upon the Manufactures of other Nations 14,15, and more. And the like is done in *France* to advance the handy-crafts man.

The great Impoſts demanded in the year 1604. by *Philip* the third King of *Spain* (of 30 upon the 100) of *French*, *Engliſh* and *Flanders* Commodities, was ſoon aboliſhed, when the *French* King *Henry* the fourth did the like; for one extream enforcing another is of ſmall continuance.

CHAP. XXXVII.

Of Merchants Wagers, Stipulations, or Conventions.

FORASMUCH as divers Civilians have intreated of this Argument of Merchants Wagers, and made ſome Treatiſes *de Sponſionibus*, where under matter of Aſſurances is compriſed: It may not be thought impertinent to handle this ſubject briefly and dividedly from Merchants Aſſurances, already declared in his proper place.

The ſaid Civilians do diſtinguiſh theſe Wagers or *Sponſiones* to be threefold.

1. Where a Wager is laid with a pawn in the hands of a third perſon.
2. Where (by way of Stipulation) ſomething is given upon a Wager.
3. Where a thing delivered or by a covenant made with another perſon, the ſame is promiſed to be reſtored, and double, treble, and ten times the value thereof unto the party with whom the Wager is made, if the matter in queſtion or doubt do not take effect; whereof many examples may be given and declared, namely.

Examples of Wagers. The Great Wager between *Cleopatra* Queen of *Egypt*, and *Marc. Anthony*, for the great expences of a ſupper, by diſſolving the Paragon Pearl, and drinking the ſame, as *Pliny* reporteth, when *Lucius Plancus* was made Judge of that Wager, and pronounced that *Anthony* had loſt.

That of *Cecinna* whereof *Cicero* maketh mention for the recovery of his grounds taken from him in hoſtil manner by *Eubuſius* and reſtored again.

That ſuch a Cardinal ſhall be elected to be Pope, that ſuch a King is dead and ſuch a Town taken: In all which, the Wager is made by pawn, Stipulation, or Convention, as aforeſaid; and hereof are innumerable examples.

Hereupon they conclude, that all Wagers laid muſt be for honeſt cauſes, and as it were ſtriving for vertuous actions; and that theſe by the Law are to be maintained in the performance of the Wager, wherein Cuſtom is the beſt Interpreter, even in the point of Law, which is conſiderable in all caſes by the long obſervation of them.

Cuſtom the beſt interpreter of Law.

Lawful Wagers and Unlawful. A Wager being laid, that the Pope of *Rome*, or the Emperour, or any other perſonage ſhall die within the year, is good in Law: But to lay Wagers, as deſirous or wiſhing ſome unexpected evil or adverſe fortune unto an honeſt Man, or although it were to an enemy, is neither civil nor natural in the underſtanding of well diſpoſed Men.

A Wager laid upon the death of a private perſon, is diſallowed; but not for the contracting of any ſuppoſed or expected marriage, which is Lawful.

All

All Wagers laid in lawful games are allowable; but in prohibited games cannot be recovered by the Civil Law. So Wagers made by lookers one upon other Mens games are disallowed, which is the cause that Stipulations are made, putting the pawn or Mony down, which is called, to stake down: And if it be upon an unlawful game, then the lookers on are subject to punishment, as well as the gamesters.

A Wager laid who shall eat or drink most is unlawful.

If a Gamester or a Merchant playing, receive Twenty and promise to give Fifty for it the next day playing, the Convention is good.

A Merchant laying a Wager to give ten for one if such a Ship arrive within a limited time, within such a Port or Haven, is good in Law.

A Wager is laid upon the arival of a Ship in the port of *Lixborn*, and a certain sum of Money promised thereupon: It falleth out, that the said Ship is a Galeon; so denial is made to pay the Money. The Law did determin the Money should be paid, because the word Ship is a general name, although it be called by divers names, As a Notary is called a Tabellion, Scrivenor, or a publick servant.

A Wager upon a Son or a Daughter to be born, is good in Law; and if it be a Hermophrodite of both Sexes, then judgment is given according as the natural inclination shall be found to be more masculine or feminine.

And in all Wagers wherein ambiguity or equivocation doth happen, there must be a natural moderation in the construction of them; for an evil custom loseth her name, and becometh usurpation, as is before declared. Ambiguity, or Equivocation in Wagers.

If any Man by the inducement or fraud of a third person lay a Wager that such a Woman shall be delivered of a Son, when she was already delivered, the Wager is not to be allowed; and if the Midwives are partakers herein they are to be punished and incur *Crimen Stellionatus.*

If one lay a Wager to run with another, and afterwards doth refuse to run, he may be compelled thereunto, or the Stake is lost; for he committeth no deceit, which preventeth a fraud. The captation or advantage taken upon words ought therefore to be excluded, and Wagers are to be made in plain terms, and to be construed accordingly; *Fallere fallentem non est fraus.*

Wagers between Merchants are many times done more for sport and recreation than for gain: For over great Wagers are against good manners, and may concern a Merchant much in reputation and credit, more than the playing for great sums of Money, which many times Merchants do use, with the observation of a convenient time, and as the Proverb is, with good fortune, otherwise the end of it is dangerous; for as nature produced all things in due time, so is moderation required in all actions.

CHAP. XXXVIII.

Of Merchants marks set upon Commodities.

THE marking of Merchants Commodities, either packt up in Bundles, Trusses, Cases, Coffers or Packs, is of great importance; for not only by the Custom of Merchants, but also by the Civil Law, the property of the Goods and Merchandises is adjudged to him, by whose mark they are marked or sealed. It is dangerous therefore to use another Mans mark, as many times Merchants do in time of War, when they lend their names and marks for the preservation of their Goods, between two or more contending Princes, both by Sea and Land.

Every

Merchants ſet upon their marks to be Books of accounts.

Every Merchant is to ſet down his mark upon his Books of account, wherewith his Commodities are marked. And in like manner, if a Company or Society of Merchants do agree upon a mark, the ſame is to be ſet upon the Books of that Society: And if that Company do diſſolve, the ſaid mark may remain with the moſt antient of that Partnerſhip, by the Cuſtom of Merchants; whereof the Civil Law and the Law of Admiralty taketh notice in their judicature, and eſpecially the Merchants Courts of Conſulate. And if the mark of one of the Partnerſhip be uſed for all, the ſame upon diſſolution of that Partnerſhip is to return to the ſaid party; and no Man is to uſe another Merchants mark, without eſpecial leave had and obtained of the party whoſe mark it is. For even as Merchants do ſail between the two dangerous rocks of *Scylla* and *Charybdis* in their courſe of Traffick, when Princes are at variance: So is the danger to uſe another Merchants mark without leave; becauſe the party owner of the ſaid mark is to defend the ſaid Goods, if they be taken, or to countenance the purſuers of the ſuit in Law for them, as far as they in reaſon may require, otherwiſe the ſaid Goods may be loſt as ſoon as taken. For as Ships are known by their Flags, and ſo taken to be at the Seas; ſo are Merchants Goods marked with another Mans mark, to be that Mans Goods, although it were not, and will be ſo adjudged in the Courts of any Admiral of the Seas; experience hath proved the ſame by two notable examples, worthy the obſervation.

Danger to uſe another Mans mark, &c.

In the year 1586. or thereabouts, *Robert* Lord *Dudley* Earl of *Leiceſter* was an Adventurer for *Barbary*, where he ſent ſome Commodities by way of Commerce, unto a certain Factor (that did deal for divers other Merchants) there to be ſold for his account, and to make return unto him of the provenue thereof in Sugar and other Commodities. The Factor having ſold ſome of the ſaid Goods (conſidering the number of Men of War, which were then at the Seas, and the greatneſs of the ſaid Earl) thought good, that all the Cheſts of Sugar and other Commodities which he ſent home to all his Maſters in a certain Ship, ſhould be marked with the Earl of *Leiceſters* mark, albeit the leaſt part did appertain unto him; the rather for that the moſt part of his Goods were yet unſold in *Barbary*. The Ship arriving within the River of *Thames*, no ſooner were the Letters delivered, but the Earl laid claim to all the ſaid Goods, pretending the ſame to be his becauſe of his mark: Hereupon the Civilians were of his ſide for the point of Law, and the Merchants were compelled to make their beſt compoſitions with him, as they could agree; and the Earl loſt nothing thereby howſoever they ſped.

The Bear and Ragged ſtaff.

In the year 1597. one *John de Baſſadonna*, the Son of one of the Magnificoes of *Venice*, the reſident in *London*, had a certain Ship which was fraighted for *Lixborn*, and ſo to go for *Venice*, according as the Maſter thereof was bound by a Charter-party of fraightment, and in both places to take in all ſuch Commodities and Merchandiſes as the Merchant ſhould lade, or cauſe the ſaid Ship to be laden withal, and to be diſcharged at *Venice* with the uſual conditions of Sea-Laws. This Ship bearing the *Venetian* Flag of the Lyon of S. *Mark*, was well received and welcome at *Lixborn*, and every Man was willing to lade therein his Goods for *Venice*: Nevertheleſs ſome *Portugals* conſidering the dangerous times of War, did borrow the name of *Italians* and their marks alſo, and cauſed their Goods to be laden as appertaining to the ſaid *Italians*, and made the Bills of lading and their Letters accordingly; other *Portugals* were not ſo provident, but did lade their Goods in their own names: Whereupon the Maſter of the Ship (being ſure of the one, and ſuſpicious of the other) reſolved to come (with all the ſaid Goods) firſt for *England*, to take advice whether this were a lawful prize or not, and being arrived at *Plimouth*, ſent up to know the Lords of the Council their pleaſure. So the matter came in queſtion with the ſaid *Baſſadonna*, and was referred to the Judg of the Admiralty, and divers Civilians, where the matter of the Flag was much reſpected in regard of the Seigniory of *Venice*, as matter of State; and the principal Goods laden and marked in the name of *Italians*, were adjudged clear by the Law. But the other Goods laden and marked with their own marks, were taken for good prize. So that it behoveth all Merchants to be careful what mark they uſe, &c.

The *Venetian* Flag.

CHAP.

CHAP. XXXIX.

Of the buying and ſelling of Commodities by Brokers and by the Candle.

IT is an old Proverb, and very true, that between *What will you buy?* *And what will you ſell?* There is twenty in the hundred differing in the price: Which is the cauſe that all the Nations do more effect to ſell their Commodities with reputation by means of Brokers, than we do; for that which ſeems to be gotten thereby, is more then double loſt another way. Beſides, that by that courſe many differences are prevented, which might ariſe between Man and Man, in their Bargains or Verbal Contracts: For the teſtimony of a ſworn Broker and his Book together, is ſufficient to end the ſame. And moreover it is many times a cauſe that Factors and Servants deal more faithfully for their Maſters in buying and ſelling of all Commodities, or in Moneys by Exchange, knowing their evidence is extant againſt them. Therefore no Broker ſhould be admitted unleſs he were ſworn, and upon *Affidavit* or Certificate made by ſome principal Merchants, of his ſufficiency and behaviour, and to put ſureties for his true and good demeanour amongſt Merchants, according to the cuſtom of *London*. For albeit that the common ſaying is, *That a crafty Merchant needeth no Broker*: Yet it may much concern the Common-wealth, when too much hunting after forrain Commodities may increaſe the price of them, and offering our home Commodities to ſale, may be an occaſion of underſelling them to the general loſs comparatively conſidered, wherein (I think) the Bills of Entries made ſo generally common, by the copies delivered to Shop-keepers and others, are to be regarded. For no ſooner are the goods entred in the Cuſtom-Books, but the copy of it is delivered abroad for every Man to run upon them.

Bills of Entries in the Cuſtom-Houſe.

The *Venetians* therefore have an Office, called *Meſſacaria*, conſiſting only of Brokers, which deal between Man and Man adviſedly; and in *Spain* they are of ſuch eſtimation, that they ride on horſe-back upon their foot Cloths, and having the Invoyces of Merchants Goods, they will deal for great matters at a time, againſt the lading of the Fleet from *Nova Eſpagna* and the Iſlands of the *Weſt-Indies*, to be paid partly ready Money, and partly at the return of the ſaid Fleet; and then afterwards let you underſtand their Merchant: And many times they are of that means and credit, that for a ſmall matter they will be bound to make the debts good, if the Merchant ſhould fail, whereupon (as the Cuſtom is to have one upon the hundred) they will condition but double Brocage, or leſs. Our Brokers of *London* take but two pence upon the pound (which is leſs than one *pro cent.*) for the ſale of Commodities, and to hinder one another they will take leſs; which amongſt Merchants beyond the Seas, is taken to be a diſorder, for they are inclined to make the Brokers good gainers. The like is done in the Fairs of *Frankford*, where many Brokers do reſort twice in the year, and they keep account of all the bargains that they make between the forrain Merchants, that come thither to make their paiments moſt by reſcounter and aſſignation, after the manner of Bankers: For the Commodities ſold in one Mart, are commonly paiable the next Mart, being twenty five and ſix Months time one after another; wherein theſe Brokers are very neceſſary members and inſtruments alſo to transfer Merchants Bills obligatory for other Commodities, or to make payments thereby. The duties of the *Alcavalla* in *Spain*, are taken upon that conſideration.

The

Selling by the Candle.

The ſelling of Commodities by the Candle, is an ancient Cuſtom beyond the Seas, only for ſuch Goods, Rents upon Houſes or Lands, of the Houſes alſo which require a ſudden ſale, after they have been one year and one day denounced by publication that they are to be ſold; to the end that if any man will lay any claim thereunto, they may come in within that time. And theſe ſales are made upon Fridays in accuſtomed places by publick Authority; for the better warrant of a buyer, the manner of it is thus: There is a waxen Candle or a piece of it, ſet up lighted in ſome place eaſie to be ſeen, and the ſtanders by are required to make an offer for ſuch Goods, or ſuch a houſe; which being made, another will offer more, as they do in out-cryes, having ſtill a regard to the burning Candle: Declaration is made how the payment muſt be, ſo that he who maketh the laſt offer, (upon the going out of the Candle) hath the bargain. If it do fall out, that there is confuſion of voyces of the offers made, whereby it cannot be diſcerned who made the laſt offer, and the ſtanders by do differ in their Judgment of it, then the Candle is ſet up again by thoſe that are in Authority, and in like manner it is determined accordingly.

The Merchants of the *Eaſt-India* Company do imitate the ſame, and after publick notice given in writing upon the Royal Exchange in *London*, that ſuch a day, ſuch and ſuch Commodities will be ſold at ſuch a place; Merchants and others (knowing the great parcels of Pepper, Indico, and other Commodities of Silks, Calicoes, and ſuch like) will joyn together to buy the ſame in ſeveral Companies, and ſo buy the ſame by the Candle, as aforeſaid, although it were a parcel of one hundred thouſand pounds. The time for the payment is four times ſix months, which is fifteen months in one payment, according to which (if you will pay all of it or part of it in ready Money by way of Anticipation) you ſhall have uſe allowed you accordingly, after the rate of ten upon the hundred. But their good orders require a more large declaration.

CHAP. XL.

Of buying of Commodities by Condition, termed Capiticus, *and of ſelling things upon Caſualties.*

THE buying of Commodities upon Condition is termed by the Civilians *Capiticus*, *à capiendo*, either to refuſe or take upon a penalty; or ſometimes upon a caſual Condition. Which bargains are much uſed in the *Low-Countries*, as alſo in *France*, eſpecially at *Roan* in *Calice*, where my ſelf have made Money of Corn and Salt: And this bargaining is moſt proper for ſuch and the like Commodities, the price whereof doth quickly riſe or fall, and are alſo Commodious when a Mans Mony is not ſo ready, to buy much, and to make a great employment with little Money, which happeneth upon ſome ſudden advice many times unexpected, whereupon Men are very hot either to buy or ſell: Which is much uſed in *Flanders* in buying of Herrings before they are catched, by (*ſtell gelt*) as they call it, that is, by a ſum of Money agreed upon to be paid, if the party do repent himſelf of the bargain, wherein he taketh a time of one Month or two to be adviſed according to the occaſions and probabilities of the ſucceſs.

To diſburſe or offer fifty pounds upon fifty Laſt of Herrings with ſix weaks reſpite upon the condition after twenty pound, were equal to nineteen and twenty one, and without reſpite of time preſently to ſay to be delivered at three Months, the 50 Laſt

at

at twenty pound amounteth to 1000℔, you advance the Intereſt, Ware-houſe hire, Charges, Lackage, beſides the Commodity that you have bought with the Mony, a bargain of 50 Laſt, when it would pay but 2 ½ Laſt, upon condition to take or leave.

One hundred pounds delivered out to pay, the firſt year one pound, the ſecond year two pounds, encreaſing every year one pound, amounting in fifteen years to 128 pounds; in twenty years 210℔, to 20 add one, multiply with ½ of 1 to 20, is 10, and ſo of all other augmenting, be it of 1, 2, 6, 8, *&c.*

The Conditions are divers: The certainty of the Mony which you do adventure to loſe, being well conſidered of, may turn you to gain, eſpecially in places bordering upon the Seas or Rivers, to ſerve the In-land People, as *Calais*, *Dunkirk*, for *Flanders*, *Henault*, *Arthois*, and other *Provinces*. The like might be practiſed in many Coaſt Towns of *England*; but ſtrangers are more addicted to make caſual Bargains for Buying of Commodities.

For Selling of Commodities upon caſualties, therein are we more frequent, eſpecially of things not vendible at all times; to Sell them, Payable upon the return of ſuch a Voyage from *Venice*, *Turky*, or other places, or upon the deceaſe of ſuch a Man or Woman, or at a Marriage day, or the firſt, ſecond, or third Child, either Male or Feale. In all which Sellings Mony and Wares may be joyned together. But indelivering Mony with Wares at Intereſt, the Contract is Uſurious by the Law.

CHAP. XLI.

Of dividing of Commodities by Lots.

ALl Extreams being vicious, hath given me cauſe to write this exorbitant Chapter concerning the diviſion by Lots; becauſe there are Men in this Age ſo preciſe (by ſome called Puritans) that they can be well contented to Buy a Commodity in company with their neighbours, when their own Means and Credit cannot compaſs the ſame; but afterward to divide thoſe goods (by the Lot) between them, they are very ſcrupulous, and hold it a prophane action, and they are (as they ſay) bound unto it of neceſſity, or elſe to take that which their partners do give unto them, and ſo let them caſt the Lot amongſt them, and what remaineth upon equal diviſion they will rather accept of, than that any Lot ſhould be caſt for them: Yet they will more favour the Lot, than the caſting of the Dice, or the meaſuring by Straws. To theſe weak Stomachs thus troubled with a *Nauſea*, I would not miniſter any Cordials, Electuaries or Potions, to rid them of that diſtemperate humour; but a plain Vomit is fitteſt, the Moon being in Aries or Capricorn, which muſt be thus prepared.

As in Gods Church there never wanted true Religion revealed from God himſelf, ſo amongſt Heathen and all Nations, there never wanted means to acknowledge a Soveraing power; which cauſed them to deviſe a certain ſhadow of Religion, by Worſhipping their imaginary Gods with a kind of Divine Service; the contemplation and uſe whereof they did eſteem to be the higheſt degree of Felicity, or *Summum bonum*, inſomuch that even in their blindneſs they did attribute the ſucceſs of all things to proceed from above; uſing (for to attain to the knowledge of the Divine pleaſure) divers means of Divinations, Imprecations, Oracles, and caſting of Lots, becauſe they wanted the Illumination of the moſt Glorious and Tranſparent Sun of the Word of God, by which we are taught to obey the known will of God, and to reverence with admiration his Secret will not declared unto us.

Divinations and Imprecations being not accompanied with visible and sensible apparitions, caused all Oracles to be in greater veneration: as that of *Dodona*, where *Jupiter* answered, striking the *Caldrons* with a silver wand: That of *Jupiter Hammon* in the confines of *Egypt*: That of *Delphos*, where an old woman answered in *Greek* verse: that of *Latona*; and that of *Motenzuma* in *America*, and others. All which ceased, when and where the Sun beams of the word of God did disperse the misty clouds of darkness, and then all was abrogated, and only the casting and drawing of lots did remain as a Custom of great antiquity among all nations, recorded not only by prophane Historiographers, but also by divine Prophets and Evangelists. To which purpose we may observe two especial examples in the Holy Scripture.

Jonas 1.7. The first is of *Jonas* the Prophet, who flying from the presence of God in a Ship sailing for *Tarsis*, was exposed to a very great tempest at the Seas, indangering the Ship and Mariners to be cast away at every moment; when it pleased God to manifest by the Lot drawn or cast by the Master and Mariners, that *Jonas* was the cause thereof.

Luke 23. 24. *John* 19. 24. *Psal.* 22. 19. The second is of the Lot cast by the Soldiers upon the garment or Coat of our Savior Christ, according to the Prophecy of *David*; alloting the same to some particular person, according to his good will and pleasure.

But lest these Men should object, that the aforesaid examples are actions of the Heathens, and but mentioned in the Holy Scripture; we pray them to remember, that the Children of *Israel* had no other means propounded unto them, to obtain Victory

Joshua 7. 14. against their enemies, by removing the offence of the interdict or forbidden goods, but the use of casting the Lot, which fell upon *Achan*, who had hid some of the forbidden goods, which were to be burned according to the Commandment of God, who was pleased that *Joshua* should find out the Man by Lot, and not by revelation.

Acts 1. 26. The Apostles having appointed *Barsabas* and *Matthias*, and prayed the Lord to shew them whether of the two should succeed in the Ministry of the Apostleship, from which *Judas* by transgression fell; gave forth their Lots, as the Scripture saith, and the Lot fell upon *Matthias*.

Joshua. 14. 2. What shall we say of the division and partition of lands and goods, when the Land of *Canaan* by Lot was divided amongst the *Israelites*? And the like use remains until

Proverb. 16. 33. & 1. 14. & 18. 18. this day among divers notiens. The saying of the Wise man being true, that the Lot is cast, but the success thereof is according to the providence of God: which caused him to speak so often of Lots in his Proverbs.

Plutarch. The *Grecians* did make election of their Officers by the drawing of Lots, which they called *Ostracisme*; according to which the *Venetians*, in their rare Government of *Aristocracy*, do at this day use the like, by their Balloting; and so do the *Russians* in their Government of Monarchy. So to conclude, all Nations do continue the use of Drawing or Casting of Lots on all occasions. Wherefore I hope these precise men will be hereafter more resolute to accept of their part of Indico in barrels, Sugar in chests, and Pepper in bags, marked and numbred according to the goodness, by the Lot drawn or cast, and expect Gods blessings, according to the saying of the Wise man, as aforesaid.

Forasmuch as in *Italy* and *Germany* divers commodities and manufactures are dispersed, distributed, and in a manner vented by the means of Lotteries, which are continually extant in publick markets and other places; I cannot omit to speak hereof, as a matter appertaining to Merchants.

There are two manner of Lotteries, namely Standing Lotteries, and Running Lotteries; The first limited for a continuance of time to be drawn at the end thereof, without intermission either by day or night. The latter to be drawn daily, and at all convenient hours, when the parties will put in their money, and have the Lot drawn instantly. To which end in many Places of *Germany* there are publick Shoppes and Stalls, where divers sorts of manufactures are exposed to be sold, and to every Lot there is a Prize appointed to answer the said Lot; whereby a man hath always something for his mony, and many times a Prize of good value. Being therein like unto the tree of Fortune, which is painted with blind Fortune sitting in the middle part

of

of the Tree, and all manner of Men, Women, and Children, ſtanding or lying over the ſaid Tree, do receive ſomewhat falling from it; to the one a purſe full of Money, to the other an halter; to the one a golden chain, and to the other a cutting knife: And to be brief, to ſome good, and to ſome other evil things, as is ſeen in all worldly affairs. The Tree of Fortune.

Standing Lotteries are ſtately and magnificent, conſiſting of Silver, Plate, Chains of Gold, Jewels, Cabinets, Hangings, Pictures, and other precious and curious things fit for Honorable Perſons and others of quality. Albeit all Men are admitted to adventure therein; which is the cauſe the Lots are commonly made of twelve pence or two ſhillings, the number whereof maketh a compleat Lottery, fit to be drawn when the ſame is full, which muſt be done by gathering in the Money in continuance of a certain time limited, as aforeſaid.

The Running Lotteries are of Plate, Chains of Gold, and other things, whereof the price is in a manner certain, as alſo of Moneys: And for that they are inſtantly drawn, and Men willing to know their preſent fortune (as they term it) every one is inclined that the Money which they draw they will venture again in hope of a better, whereby their Lotteries are ſooner filled. Both theſe ſorts of Lotteries have a kind of Table, wherein the Prizes are declared, which are valued by publick authority to prevent deceit and fraud, which in great ſtanding Lotteries is more likely to be practiſed.

There is as many Bills made of the Adventurers, by their names or Poeſies, as there are Blanks and Prizes to be drawn, anſwerable to the tickets delivered for the Money to every Man that is an Adventurer in the ſaid Lotteries: And all theſe Bills of Names being examined by the Magiſtrats or Commiſſioners, with the Books of Collection for the Moneys, are put into one great cloſe basket, with a hole in the middle thereof for a Man or a Boy to put in his arm to draw them at the appointed time. Likewiſe all the Blanks and Prizes, with the like ſurvey of ſworn Men, are put into the like cloſe basket, after examination of the Prizes regiſtred in the ſaid Table; which being all of one faſhion and bigneſs, are publickly upon a ſtage mixt, toſſed and tumbled in certain ſheets of Canvas, before they be put in the ſaid basket; and between the ſaid two baskets ſitteth the Drawer, putting both his arms at one inſtant ſeverally in every basket, delivering the Bills of the Names or Poeſies with the right hand, and the Blanks and Prizes with the left hand, to certain ſworn Men, which do read the Contents thereof openly to all the ſtanders by; which Drawers or perſons do change for certain hours (for they continue both night and day until all be drawn out, without ſtirring of the baskets.) Other ſome do herein obſerve certain hours daily, and upon every diſcontinuance they ſeal the ſaid baskets under two or three ſeals, from time to time, proclaiming all Prizes by the ſound of the Trumpet, and ſtringing ſome blew papers in the files made of the Blanks and names: And the Prizes every day drawn are the next day to be ſeen in print, with aſſiſtance of officers appointed to ſee good Orders obſerved, in keeping the peace, upon all occaſions of fallings out, which might happen amongſt the unruly multitude of mechanical People. The Prizes are many, to avoid diſcontent, which the reading of many names and anſwers in blank provoketh. And commonly they do not exceed in number above thirty or forty for one; and ſo the leaſt Prize being but ten ſhillings, is proportionably three or four to one in value or in ready Money. All the Prizes have a privy mark or number known only to ſome few perſons, to prevent the counterfeiting of evil diſpoſed perſons or officers, which are hereby eaſily diſcovered. For all the cautions and preventions of diſhoneſt and crafty dealings are more than neceſſary in Lotteries, the rather of the common opinion of all Men, which hold it impoſſible for Lotteries to be without fraud. And here I may not conceal a great fraud committed in ſtanding Lotteries, when not only the Prizes are overvalued or changed, but alſo when the parties of the Lotteries will ſet up the ſame to draw Men to adventure, and take that to their advantage, filling up the Lotteries themſelves, and enjoying the moſt Prizes by the multitude of the Lots put in by them: Wherein they are like to the crafty common Out-crier for Goods ſold publickly in out-cries, by appropriating to himſelf and his partners (who are only known to him) all ſuch good bargains and penny-worths as he hath Caveat in Lotteries.

Fraud of Goods ſold by out-cries.

with them continued to bring about, or as he hath undertaken to put to ſale for other Men, under the colour of out-cries, ſelling them if he pleaſe, or keeping and retyring the Goods into his own hands, when he cannot advance them according to his will, wherein other Men are ignorant. And this being a vendition, may not be omitted to be noted in this book, concerning all manner of buyings and ſellings: The rather, for that the adventurer in Lotaries incurreth leſs danger than Merchants do in the courſe of Trade, eſpecially in Aſſurances, when they do adventure one hundred pounds for three or four pounds, from *London* to *Barbary*; whereas for one Lot of 12 pence, he hath a poſſibility to have allotted to him two or three hundred pounds.

The right uſe of Lotaries.

Lotaries are commendable, if they be appropriated to their right uſes and good intentions, *Finis coronat opus*: For this maketh them to be of continuance, pleaſing and profitable, when the benefit thereof doth redound to pious works, as for the erecting of Schools and Univerſities, maintenance of the Poor, and of Widows and Orphans, reparation of Churches, High-ways, and Ditches, for the Plantation of *Colonies* of People in other Countries, and building of Towns and Caſtles for their maintenance; as alſo to erect Pawn houſes to ſupply the neceſſity of the Mechanical Poor, ſuppreſſing intolerable uſury; whereof we ſhall intreat in the ſecond part of this Book, concerning Moneys.

The Etymology of the word Lotary is derived from the word Lot: And albeit all Lotaries are things caſual in reſpect of Man to whom the Lot falleth; yet in regard of the providence of God they are certain (in effect) by the ſaid Divine diſpoſing of the Lot. Inſomuch, that howſoever the words, Fortune, Chance, Fate, Deſtiny, and Caſualty, are borrowed from the Heathens; it cannot be denied but that (reſpecting the effects and operations of God towards Man) they are proper diſtinctions of Gods Divine Providence. And hence ariſeth the proverb, *Nemo ſua ſorte contentus vivit.*

CHAP. XLII.

Of Aſſociation, Monopolies, Ingroſſings, and Foreſtallings.

Society of the Merchants Adventurers.

ASSOCIATIONS are twofold, the one is done by publick Authority of Princes or States, upon Grants made by Letters Patents, which are properly called Societies; as the Company of Merchants Adventurers, which are of 400 years ſtanding or thereabouts, reckoning from the year 1248. when the ſaid Merchants obtained priviledges of *John* Duke of *Brabant*, and were called the Brotherhood of S. *Thomas Becket* of *Canterbury*, which were confirmed by King *Edward* the third, *Henry* the fourth, *Henry* the fifth, *Edward* the fourth, *Henry* the ſixth, *Richard* the third, and King *Henry* the ſeventh, who gave them the name of Merchants Adventurers. After him alſo confirmed by King *Henry* the eighth, *Edward* the ſixth, Queen *Mary*, Queen *Elizabeth*, and laſtly by our Soveraign Lord King *James*; not without many Enemies and Oppoſitions, and moſt eſpecially of late, taxing them to be Monopolizers, and unprofitable to the Commonwealth, being that all our Clothes were not dreſſed and dyed in *England*. Whereupon their Patent was for a time ſuſpended, but afterwards confirmed again unto them by his Majeſties ample Proclamation. As this Society is of ancient eſtimation, ſo is their Government very commendable, and preſerveth the amity and intercourſe between the Realm and other neighbour Princes and States, venting the beſt Commodities of the Kingdom; yet ſo, that every Man ſelleth freely at his pleaſure, without any combination

bination or limitation, to the great honour and ſervice of the State, wherein they may daily ſee and obſerve more and more, as is heretofore declared.

The *Eaſt-India* Merchants are alſo a Society, but their Adventures run all into main Stocks, and is governed and carried all joyntly upon benefit or loſs. This Company began in the year 1599. So the Merchants of *Turky* are a Society. Alſo the *Virginia* and *Bermuda* Merchants, and divers others, are Societies Incorporated by his Majeſties Letters Patents as aforeſaid. Societies of *Eaſt-Indies, Virginia*, &c.

The other Aſſociation is done by and between Merchants of their own authority, joyning themſelves together for to Deal and Trade either for Years or Voyages; And this is properly called Partnerſhip, where one Man doth adventure a thouſand pounds, another five hundred pounds, another three hundred pounds, and another four hundred pounds, more or leſs as they agree amongſt themſelves to make a ſtock, every Man to have his profit, or to bear loſſes and adventure according to their ſeveral ſtocks in one or many Voyages, for one or more years, beſides the Moneys taken up at uſe to Trade withal, proportionably according to the rates of their ſtocks by parts and portions, to be divided into ſo many parts as they agree: Wherein the conditions are divers, which muſt be obſerved truly, and the accounts accordingly; otherwiſe all will run into a labyrinth and confuſion. And by the Common Law, one Partner cannot proceed againſt another, and in Chancery the Suits may be prolonged for the life of a Man, unleſs the Law-Merchant be better underſtood, and the Auditors office be inabled to end theſe buſineſſes with brevity and expedition. Partnerſhip by Contract.

There is another branch of this manner of Partnerſhip, which cometh to paſs, when Factors beyond the Seas, dealing for divers Merchants, will ſometime make imployment of ſeveral Mens Money in one kind of Commodity to be divided amongſt them. Here one may become a Partner unawares and unknown; as of late I know the like did happen in a great bargain of Tobacco, whereupon all the Partners, being ſeven in number, are fallen out, and divers of them are in Law. This courſe (although uſed) is very dangerous, eſpecially when they uſe many Factors. One Merchant ſendeth Commodities to his Factor to be ſold in *Spain*, and giveth order that by that means he ſhall provide Money for his part of the imployment of Tobacco to be made. Another Merchant he ſendeth a Letter of Credit to a Friend of his, that ſo much mony ſhall be taken up by Exchange for *Antwerp* or *London*, as ſhall be needful for his part. Another Merchant he cauſeth ſo much Money to be made over to his Factor, by Exchange from *Antwerp*, as will furniſh for his part. Two other Merchants dwelling in *Spain* do furniſh their parts there themſelves. And amongſt them all they admit in *Spain* one Factor dwelling there to buy the Tobacco, and he hath a part with them, but finds the means to disburſe no Money for his part, becauſe he buyeth the ſaid parcel of Tobacco, amounting to ſome twelve thouſand Ducats, and conditioned to pay a good part of it at ſix or more Months. And the ſeventh Merchant he provides not any Money, and nevertheleſs will have his part, becauſe he gave order to his Factor to take it up by Exchange for *London* upon him, promiſing that he would pay the ſame here. Hereupon the bargain and imployment of Tobacco is made, the Goods received and ſent over to *London*, where it is dividedly delivered to ſome of the ſaid Partners to be ſold, with one anothers privity, for the general account of them all, to be made up amongſt them to clear the ſaid account, and every Man to have his part of the benefit and profit, and likewiſe to bear ſuch loſſes as may decreaſe their profit, according to equity and conſcience. *Interim* it happened, that the Factor who bought the ſaid Tobacco died inſolvent, who did not only leave his own part unpaid, but a far greater ſum, which the other two Partners were fain to pay, being bound for it, in all amounting to 1300 *l.* ſterling. Now the queſtion is, How this loſs ſhall be born amongſt them? The firſt Merchant he ſaith, I did ſend Commodities, and by the provenue thereof my part was paid by him that died, and that dependeth upon accounts to be cleared between him and the party deceaſed. The ſecond Merchant he ſaith, my part was paid in ready Money in *Spain* taken up by a Letter of Credit, and I am to bear no part of the loſs: And ſo ſaith the third Merchant that made over his Money by Exchange Partnerſhip by imployment.

change from *Antwerp*: The Partners dwelling in *Spain*, they ſay, that they have not only paid their parts of the Tobacco, but alſo the 1300 ℔ which were owing to the Merchant that ſold the Tobacco; and therefore they demand much Money due unto them, and that reſteth alſo upon account between the party deceaſed, and them and others. The party deceaſed (being decayed) hath few to undertake the adminiſtration of the eſtate: And the ſeventh Merchant is contented to bear his part of the loſs, ſo he may come in for his part of the gain, and ſaith, that if the Money had been taken upon him by exchange, he would have paid the ſame. But howſoever, he is able to prove that he had proviſion ſufficient to pay his part, in the hands of ſome of the Partners there; and foraſmuch as he hath born the Adventure of the Seas of his part of the Tobacco he claimeth his part of the gain: For if all had been caſt away at the Seas, it is certain the reſt of the Partners would have made him to bear the loſs of his part. And thus they are in a Dilemma, and having ſome of them bonds, others Contracts, and ſome but Accounts and Papers, they know not how to make an end; and ſuch as have more than their own are remiſs enough to procure an end. I have thought good to ſet down this caſe, becauſe Men of underſtanding may Judge how it is poſſible that the Common Law (by the ſtrict and peremptory proceeding of it) can determin the ſame without the Law-Merchant, not knowing the cuſtom of Merchants, being alſo impoſſible to direct a Jury of twelve Men in the premiſſes, wherein I am now an Arbitrator my ſelf.

Deſcription of Monopolies.

MOnopolies are ſomewhat diſpleaſing, becauſe the property of them is commonly to ingroſs things to an ill end, increaſing the price thereof diſorderly, drawing a general benefit to a particular, diverting the courſe of Traffick. But foraſmuch as they are uſed now adays, it will be convenient to diſtinguiſh them by *Reaſonable*, *Unreaſonable*, and *Indifferent*.

Reaſonable, of ſuch things and trifles as are for pleaſure, as Starch, Cards, Luteſtrings, Tobacco, and ſuch like.

Unreaſonable, as of Fleſh, Fiſh, Butter, Cheeſe, or needful things for the ſuſtenance of Man, without which he can hardly live civilly.

Indifferent, as of Velvets, Silks, Sugar, Spices, and other delicacies and dainties or curioſities, Indifferent to be uſed or not.

Engroſſing. All theſe are done by publick authority of Princes and States, by Letters Patents granted for term of years: But ingroſſing is done by privat perſons of their own authority, which is commendable, to keep Commodities in reputation to maintain a Trade thereby; as when Men of means do ingroſs and buy up a Commodity, and for reaſonable gain they ſell the ſame again to Shop-keepers and Retailers. This is much uſed amongſt Merchants of all nations, otherwiſe when abundance of a Commodity doth ſo much abate the price of it, that Merchants do become loſers and diſcouraged, then the Traffick and Trade is thereby overthrown, to the general hurt of the Commonwealth: In which reſpect it is better to pay ſomewhat more for Commodities, than to have them altogether over-cheap, eſpecially for Commodities ſerving for the back, and not for the belly, which divers times by foreſtallers become dear. Againſt which kind of People (Regrators and others) there are very good Laws made, which the Magiſtrates are to ſee obſerved: And in *France* and *Scotland* the Admirals of the Seas have an abſolute authority to look unto this inconvenience.

Foreſtalling or Foreſtallers, called by the Civilians, *Dardanarii*.

Commendable Engroſſing. The Government of *Noremborough* in *Germany* is much to be commended, not only for the provident care to prevent foreſtallers, but alſo for the ingroſſing or incorporating of all manufactures into their own hands, to ſet the poor People continually on work, themſelves cauſing the ſaid manufactures to be ſold at ſuch reaſonable rates, as none can make or provide better cheap than they do; whereof abundance is bought, and ſent for the *Weſt-Indies* and other places, the mechanical People are very much cheriſhed by them, and all Artiſts are welcome unto them, which maketh

their

their City populous. The *Hollanders* do imitate them, and ſome mony of the Bank at *Amſterdam* is imployed therein; for the Proverb is to be commended, *Sceptra jovent artes.*

The Civilians have made the *Latine* word *Monopolium* borrowed from the *Greek*, to be leſs underſtood, becauſe of their many definitions thereof: which made me to treat of Aſſociations, Monopolies, Ingroſſings, and Foreſtallings, as having affinity one with another, and to deſcribe them in divided manner, as alſo to note their coherence, as followeth. For an Aſſociation, Company, or Society may become a Monopoly in effect; when ſome few Merchants have the whole managing of a Trade, to the hurt of a Commonwealth, when other Merchants are excluded to negotiate with their ſtocks to vent the commodities of the Realm with reputation, according to the Word Μόνος, *Solus*, and πολτο, *Vendo*, to ſell alone. And as this is done many times by one Merchant, for one kind of Commodity, be it Corn, Salt, Oil, Wools, and the like; ſo may it be done by a Society of Merchants continually, under the colour of Authority. Albeit that there be no combination to limit any certain prices for the ſale of Commodities in the particular of one Merchant or more Merchants agreed together to buy up a Commodity, it may be called a Foreſtalling. As one *Dardanus* did, whereof (as we have ſaid) the name *Dardanarii* was uſed by the ſaid Civilians, who define them to be Πωπόλαι, *Qui omnia præmeunt, ut carius vendant*; That Foreſtal or Buy up things, to the end they ſhould Sell them dearer. Which although it be agreeable to the Practice, Meaning, and Intentions of Merchants; yet the Practice is contrary to the Laws, for it would run into diſorder in the Government of a Common-wealth. In the general, where a Society Buyeth Commodities apart, and Selleth apart, although under orderly Government, it is in the nature of Ingroſſing, as the Manufactures of *Noremberg* aforeſaid; and being done with diſcretion and good order, it can give no cauſe of offence; but the abuſe thereof made the ſame odious, and ſo generally to be known of all men, as the word Uſury is, implying a biting.

A Society may become a Monopoly.

A Society may become a Monopoly.

Definition of a Monopoly.

THe trueſt definition of a Monopoly therefore is, A kind of Commerce in Buying, Selling, Changing, or Bartering, Uſurped by a few, and ſometimes but by one perſon, and Foreſtalled from all others, to his or their private gain, and to the hurt and detriment of other men; whereby of courſe, or by Authority, the Liberty of Trade is reſtrained from others, whereby the Monopoliſt is inabled to ſet a Price of Commodities at his pleaſure.

A Merchant of *London* having ſent a great Ship to *Zant*, to Lade Currans and Wines; being there arrived, another Merchant there inhabiting, upon knowledge hereof, cauſed all the Currans to be bought up, to prevent the ſaid Merchant, and to compel him to Buy the ſaid Currans of him at dear Rates, to Lade the ſaid Ship; which made the Factor appointed to Lade the ſaid Ship, at his Wits end. But being Ingenious he deviſed a courſe to diſappoint the ſaid Foreſtalling Merchant, and cauſed Bills to be ſet up in all publick places, to give notice that the ſaid Ship was come, to take in Merchants Goods for her Lading, and to return for *London*. Which being underſtood by him, brought him into a ſecondary, and to ſet all the *Brokers* of *Zant* on work, to help him to Sell the ſaid Currans again, whereby he became a loſer. In this and the like caſes the ſaid Societies are to have a care of prevention; otherwiſe it is the part of the Prince to look unto it with a politick Eye, upon complaint made, as of late years hath been done, when the *French* Merchants did ſtrive to bring new Wines firſt to the Market, thereby inhauncing the price of Wines in *France*. It was ordered and commanded by Proclamation, That no Wines growing in *France* ſhould be Sold or put to Sale before the firſt of *December*, to be obſerved every year.

For the like was done heretofore by our Merchants trading *Spain*, in the Buying of Rotta Raiſons, by an order amongſt them, That none ſhould be Sold by them before the laſt of *October*: Which being known to Merchant Strangers, made them to Preoccupie the market (they not being bound to their orders;) ſo that this is to be done more properly by the Kings Proclamation.

Here

Preemption of Tin.

Here I call to mind my former obſervation of that Royal Commodity Tin, which above one hundred years ſince was ſold for forty ſhillings the hundred, when the beſt Velvet was ſold for ten ſhillings the yard: how Merchants trading to *Turky* found fault with His Majeſties preemption of the ſaid Tin, and cauſed the ſame to be aboliſhed, to keep the price thereof at fifty five ſhillings the hundred, and (bringing in Currans, Levant-wines, Spices, and Indico, at dear rates, as they ſold them) uſed all means to ſuppreſs the riſing thereof: which being conſidered of by foreign Nations, cauſed them to uſe means to incorporate or ingroſs the ſame, whereby that Commodity came to be of more eſtimation and requeſt; whereupon the ſaid Preemption was reeſtabliſhed, which hath encreaſed the ſtock of the Kingdom ſince that time above ſix hundred thouſand Pounds, being riſen to double the Price, and yet but proportionable to the Price of Velvets and other Commodities. On the contrary, another Commodity Mineral, namely Copperas, which was ſold heretofore (when there was Letters Patents for the ſole making thereof) for 10 ℔ and 12 ℔ the Tun, whereof a great Trade might have been made for other Countreys; hath been ſo ill governed by Workmen underſelling one another, and for want of orderly carriage, that the ſame is ſold under 3 ℔ the Tun, and is become a meer Drug out of requeſt, by the abundance made, and indiſcreetly vented, bartered or exchanged. *France* yielding abundance of Salt, although one year more than another, ſuffereth not the Commodity to be overmuch vilified. For albeit that the Subjects within the Realm do not care how good cheap they buy the native Commodities, becauſe of their own benefit, yet the Prince ought to have a care to reduce them into Trade, with a reſpect to the foreign Commodities brought into his Kingdom. So that not only thoſe Letters Patents or Priviledges granted by them, for the reward of new Inventions, are neceſſary, but alſo ſome directions to Companies or Societies are (in policy) very requiſite. Vertue in a Common-wealth ought as well, and rather (in ſome reſpects) to be more rewarded than Vice to be puniſhed by cutting off the Malefactors.

Letters Patents for new Inventions.

This is agreeable to the Common-Law of the Realm, and the Fundamental Laws of all Nations, granting the Projectors or Inventors priviledges for 21 or more years, which ſome Men, without diſtinction of Monopolies, would have abridged to 14, 11, or 7 years, wherein the thing it ſelf ought to make the difference upon good conſiderations, and not to meaſure all things alike. For example, the Grant made for the ſole Importation of Spaniſh Tobacco doth gain and ſave the Kingdom many thouſand Pounds yearly; for Bays, Says, Perpetuanoes, and the like Commodities, which theſe two years have been ſold in *Spain* with fifteen upon the Hundred Loſs, to procure Money to buy the ſaid Tobacco, are now ſold to ſo much benefit, beſides the advancement of the Plantations of *Virginia* and the *Bermudas*. But this is not proper to be done for other Commodities that are not of that nature, neither of Commodities to be exported, wherein ſuch and the like conſiderations are to be had.

The Farm of Tobacco.

The general intention of all Grants by Letters Patents for Manufactures hath a relation to ſet the people on work, to recompence the Inventor of the Art or Science, and that things may (in ſome meaſure) be better cheap to the Subjects. What ſhall we ſay then of thoſe Grants which make the Commodity good cheap to foreign Nations, and dearer to the Subjects? Surely this cannot be without ſome great abuſe.

If a Killn for the drying of Malt for all the Kingdom over were invented to be done with Pit-cole, better cheap than with Wood-fire, and more pleaſing, without the ſcent of Smoak; and that this Killn or Killns were placed in convenient places for all Mens acceſs, whereby they ſhould ſave much Charges, and have their Malt better cheap; if hereupon Letters Patents were granted to reward the Projector, no Man of judgment will call this a Monopoly, nor any part thereof, although the publick Liberty ſeemeth thereby to be reſtrained. For take it another way, and you ſhall find it rather to be a common diſtribution than a reſtraint, whenſoever it bringeth a general Good and Commodity to the Common-wealth.

The Statutes of the Kingdom, reſtraining from the exerciſe of ſundry Crafts all ſuch as have not ſerved an Apprentiſhip unto the Art which they would exerciſe, do

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it to no other end, but that thoſe Arts might be brought to better perfection, and the things made might be good and ſerviceable for thoſe that buy and uſe them.

Some men are well contented, if a Prohibition or reſtraint of a Commodity be done by Act of Parliament, and they will no manner of ways have called the ſame to be a Monopoly, although it be ſo in effect, when a Society of private Merchants have a priviledge to themſelves only to ſell certain commodities, or to import them, and all other ſubjects are excluded, although they were neither the diſcoverers or firſt inventers thereof. But if it be done by the Kings prerogative, then they take it to be a kind of Monopoly. So that if it be by a diſpenſation upon a Penal Law, they make the ſame queſtionable: wherein nevertheleſs the Princes wiſdom is to rule for the good of the Commonwealth.

Others would have all things at large in the courſe of traffick, and that there ſhould be no Societies or Corporations of Merchants for any places of Trade; but that by way of partnerſhip Merchants might aſſociate themſelves to make or enterpriſe ſome voyages, or in ſending of commodities in Copartnerſhip, without regard had, that Innovations are dangerous, where the Trade hath been carried always by Companies or Societies, whereof ſome are of great antiquity. This is more conſiderable in the governments of Monarchies (and eſpecially in *Iſlands*) than in State or Popular governments, where the overballancing of foreign commodities isnot reſpected, neither the overabundant inhabitation of Strangers, which augmenteth their cuſtoms and Impoſitions laid at pleaſure upon their commodities, as a principal matter whereby they ſubſiſt.

Others make a difference between Companies or Aſſociations, dealing in a joynt ſtock or apart; affirming the negotiation of a joint ſtock to be within the compaſs of a Monopoly: nevertheleſs they would be contented to tolerate the ſame for the imployment outward. But for the returns homeward they would have a diviſion in kind or ſpecies, of the commodities which they receive: which is contrary to the manner of the *Portugals*, whoſe experience hath made apparent unto us, that they have for many years ſold their ſpices and other Eaſt *India* commodities with good order and reputation for their benefit.

And in this courſe they uſe many times other mens names, according to the Cuſtom of Merchants; as they do alſo manage other mens affairs in their own names: but this is done with the privity of the party whoſe name is borrowed, and thought worthy to be truſted, otherwiſe it may prove very dangerous, eſpecially in time of war. Merchants Uſing each others name.

Touching foreſtalling of corn and other commodities in markets, it is (as I have ſaid) provided for by Laws; nevertheleſs the Civilians have noted, That by the Municipal laws of all Countries, it is not prohibited for any man to make his proviſion of corn or other victuals for one whole year, and upon changing of mind to ſell the ſame again for profit.

CHAP. XLIII.

Of Merchants Oppignorations.

MErchants Oppignorations are more uſed in regard of the commodiouſneſs of it, than upon neceſſity, as other goods are pawned. For when a Merchant hath a Ship come home, laden with Wines, Oyls, Woad, or ſuch like Commodities, and is to pay a great ſum of money for Fraight, Cuſtom, or Impoſt, he will not willingly diſburſe any more money, but will endeavour

to ſell part of his commodities to pay the ſame withal ; becauſe that thereby he may avoid the payment of intereſt for money unto others, which ſometimes he cannot ſo readily find upon his own Bond alone ; and if he do, then muſt he be tied to take the ſame for four or ſix months, and pay that intereſt ; when within one month he may make monies of his own goods. Upon conſideration whereof, ſome rich Citizens that have great Houſes, and many Cellars and Ware-houſes, and to let them at greater rents, have been content to lend mony upon the goods brought into their Cellars and Ware-houſes, paying after the rate of ten in the hundred for the year, and when they ſell their goods they muſt pay them the ſaid mony, for they do truſt *Bayard* in the ſtable. In which regard the houſes of Commerce are very neceſſary, and other ſuch houſes that are ſpacious to receive great quantities of Commodities, where the Cuſtoms and Impoſitions are only payd by the ſale of the Commodities, and you may borrow more mony for little or no conſideration at all. And hereby doth a Merchant inlarge his trade, and young Merchants (having ſmall ſtocks) find great eaſe and commodity. You have at *Lixborn* the *Alfandega*, in *Sevil* a *Dicana*, at *Venice Il fontego*: at *Antwerp* the houſe of the Eaſterlings is memorable, whereof I did deliver the figure in print to the late Earl of *Salisbury*, when he cauſed the *Brittains* Burſe to be builded in the *Strand* ; and *Withall* a project to build a houſe of Commerce upon *Tower-hill* : which he did like exceedingly, and proteſted that if he had not begun that work, he would undertake this project ; which I do here declare, in hope that ſome honorable friend to Merchants may be pleaſed to build the ſame hereafter.

Houſes of Commerce.

Domus Commutationis.

THe Situation of this Houſe of Commutations or Commerce, would be very commodious upon the *Tower-hill*, to be made of Free ſtone : the proportion almoſt ſquare, according to the ſaid Eaſterlings houſe at *Antwerp*, leaving a fair ſtreet on every ſide ; the fore part thereof towards the River of *Thames*, and the water to be brought before it, by cutting in the dock below the *Tower* wharf, ſo as two ſhips of ordinary burden may at one time come in, to diſcharge at the Cranes to be made there for the purpoſe.

The drineſs of the ground is very fit to make great Cellars, in the midſt a ſtately Court, and all the lower part of this houſe, double Ware-houſes for Commodities of great bulk ; and over that Galleries anſwerable to the lower part, ſet upon ſtately columns, full of Ware-houſes for ſmall wares of value : and ſo for a third ſtory, and double Garrets for corn and ſuch like commodities, reſerving ſome fair rooms for the entertainment of great Perſonnages coming from beyond the ſeas, to feaſt them only : alſo with a magnificent Turret, great Gates, and places with ballances and beams to weigh all ſorts of Commodities.

The earth of the Cellars would ſerve to raiſe the hither part of the Ditches of the *Tower*, to make them deeper, and part of the ground level, fit for goodly Walks, and for the ſcouring of the Dock or entrance, a Mill might be made to grind Minerals and other things.

One part of this houſe to ſerve the Clothiers that cannot conveniently at all times ſell their Clothes at *Blackwel* Hall, which they may remove when they have occaſion to uſe mony to buy neceſſary commodities to maintain their trade ; which commodities they may have for that mony, or by way of commutation, as Woolls, Oyl, Woad, Indico, Cutcheneal, Allom, Copperas, or other ſuch like, extant in other Ware-houſes of this houſe, as by the Regiſter kept thereof will appear ; whereunto all Brokers ſhall reſort, and have notice if they will.

When the Clothiers ſhall have this commodiouſneſs they will encreaſe their Trade, and ſet more people on work to make good clothes according to the ſtatute ; which will be more vendible beyond the ſeas, to the general advancement of Traffique, his Majeſties Cuſtoms and Impoſitions, and all other dependances thereupon.

No man is compelled to bring his commodities to this houſe, but allured thereunto

to by the commodiouſneſs and benefits thereof, becauſe of the eaſe of Ware-houſe Room and Cellarage at eaſie rates, the Commodity of ſale or barter, the forbearing to pay Cuſtoms and Impoſts for a time, the taking up of Monys to ſerve his turn, and the goods better aſſured than in other places.

According to the ſaid houſe of the Eaſterlings at *Antwerp*, there will be 108 Cellars, and double that in ware-houſes, and after that ſo many garrets, in all above four hundred Rooms. The benefit thereof will be very great, one with another at ten ℔, is 4000 ℔. The benefit of weighing all Commodities, and the ſelling and regiſtring of all will be much more. And all the charge of this houſe is by the computation of ſome Workmen to be done for 15000 ℔, and may yield 10000 ℔ yearly profit, to the honour of the King, reputation of the City of *London*, welfare of the Realm, and credit of Merchants.

Our Staple of Wools (heretofore kept at *Calice* and *Bridges* in *Flanders*) is now out of uſe and Staple Towns are all as it were incorporated into *London*; and therefore it is to be hoped, that ſome worthy Merchants will of good affection to the City and State, be ready to reſolve to undertake this building of the houſe of Commerce, as a worthy monument for Poſterity, and eaſe of all Traders. Staples of Woolls.

The old *Romans* (when Monies were firſt made of Copper, and then Silver, and before Golden Coins were made) had appointed a place called *Menſa Argentaria*, where they lent Monies upon commodities for a reaſonable conſideration, to advance Traffique and Trade; which in compariſon of ours was but in his infancy, and therefore to be left now to the mercy of monied men (without other proviſion by authority to ſupply mens occaſions) ſeems to be impertinent, eſpecially when Monies are not plentifull. *Menſa Argentaria.*

Having hitherto treated of buying and ſelling, and the dependances thereupon, now we are to ſpeak of receiving and paying by Monies, and of the manner of Merchants dealings therein. But this doth properly appertain to the ſecond part of the Law-Merchant, where Monies are compared to the Soul of Traffique and Commerce.

Returning therefore to the ſaid matter of Oppignorations, let us note the queſtions of Civilians, Whether in the general binding of a mans goods, wares to be ſold (called *Merces Vænales*) are compriſed, by ſaying, he binds his goods preſent and to come? The anſwer is, that they are bound, but yet the ſale of the ſaid goods is not hindered thereby, unleſs they were pawned and obliged to be in a place certain, and named in the writing there to be extant. Alſo in *Tacita Hipotheca*, or as it were cloſe pawning, Merchants mony may be comprehended and made liable: but this is to be underſtood of Monies had ſome other way; for it is reaſon that the Mony which a man taketh up ſhall ſerve him to expedite his affairs. A queſtion touching *Merces Venales*, for Oppignorations. *Titulus mandati.*

Alſo in binding of future goods, it is to be underſtood only of ſuch goods as he may get during his life, and not by any of his heirs. Theſe reaſons have a reference to Traffique, which is a general body, and Commodities by Merchandiſe or Commerce do ſupply themſelves in their places; ſo that when ſome Commodities are diſpoſed of, other Commodities come into the room thereof: and the Laws have alwaies more regard to the general than to the particular; inſomuch that a woman, even for her dower, cannot arreſt her husbands goods, finding his eſtate to decay.

CHAP. XLIV.

The Proceedings uſed againſt Bankrupts.

A Dutch proverb Engliſhed.

THe mutability and inconſtancy of all worldly affairs, and eſpecially of Merchants eſtates, cauſeth me to remember the ancient *Dutch* proverb, Goods loſt, nothing loſt; Credit loſt, much loſt; Soul loſt, all loſt: for to be rich and to become poor, or to be poor and to become rich, is a matter inherent to a Merchants eſtate, and as it were a continual and ſucceſſive courſe of the volubility of variable, blind fortune, which is admitted (according to the heathen word) for a diſtinction of Gods Providence, as the words of Fate, Deſtiny, Chance, and the like are, for the better underſtanding of it: So that by the frequency of it, Merchants have made a great difference and diſtinction between a Merchant which is at a ſtay, and taketh days for the payment of his debts, or one that is broken or bankrupt, having an eſpecial regard herein for the preſervation of credit, which is as tender as the apple of an eye. For it hapneth many times, that Merchants having taken up mony at intereſt to augment their trade, and thereby doing good to their Prince and Countrey, ſhall receive ſome unexpected loſſes by wars on land, or Embargo's or reſtraints of Princes upon the ſeas, of their ſhips and goods, or by having ſold their goods and merchandiſes at home at long days of payment, or otherwiſe upon other occaſions, having their beſt means in remote places, whereby the ſaid Merchants cannot ſuddenly make payment of ſuch Monyes as they have taken up at intereſt, which in that interim may be due, and ſo they are driven at a ſtay, although they have very good eſtates. For ſome rich men (who like an Ape tied to a Clog, which thinketh that he keepeth the Clog, when the Clog keepeth him) are ſo tied to the Clog of their wealth, that upon the leaſt rumours of troubles and accidents hapning to their debtors, they become ſuſpicious of theſe mens eſtates, and fearing to become loſers, are ſo inquiſitive of their debtors means (without reaſon and diſcretion) to the great hurt and impairing of Merchants credit and reputation, that thereby they are driven into a ſtreight on a ſudden, and ſo overthrow them (unwares many times) to their own hinderance and loſs. So that Merchants muſt be very provident and careful with whom they deal, in taking credit for Monys; and not to have too much of their eſtate abroad; for the proverb is true, That he who is fartheſt from his goods, is neareſt to his loſs. And in this caſe Princes have great reaſon to interpoſe their Prerogatives for the defence of theſe Merchants perſons and goods, for prevention of their overthrow, until their goods come to their hands and diſpoſing, that have been detained as aforeſaid.

A caveat for Merchants.

This difference and diſtinction between a Merchant taking days of payment, and a Bankrupt, doth encourage men to deal honeſtly and conſcionably, eſpecially with the Vertuous and well diſpoſed; for *Virtus laudata creſcit*, whereby they pay every man his own in time, and for the moſt part with intereſt for the forbearance of their due debts: and therefore is it, That to call this man a Bankrupt, beareth a great action by the Civil Law, as alſo by the Common Law of the Realm, which is very careful for Merchants credits and reputation: For that Merchant which in the ſtorms of adverſity ſheweth to be a good Pilot, deſerveth great commendation of the care and endeavours which he uſeth to prevent the ſhip-wrack of his reputation and credit, eſpecially with a good conſcience, which will be unto him a continual feaſt, although the ſeas be turbulent, for he is armed with patience, and not deſtitute of comfort; and on the contrary, thoſe that like cowards become careleſs of their credit, or being of an evil diſpoſition, ſeek to defraud their creditors, and to inrich themſelves by their breaking,

paying

paying little or nothing; they do not only deſerve a name of defamation, but ought to be met withal by ſome ſevere puniſhment by the Law. It is not long ſince, namely in the year 1602, that there was a Merchant at *Roan* in *France*, who together with his Son and a Broker, had confederated to buy great ſtore of Merchandiſes upon their credit, of purpoſe to break and to inrich themſelves; which being known, made them to be apprehended, and the Court of Edicts did proceed criminally againſt them, as Thieves to the Commonwealth, whereof, they were alſo convicted, and all three of them hanged in the market place: obſerving that the reprehenſive proverb (*Dat veniam corvis vexat cenſura Columbas*) was to be remembred, To puniſh the ſmall Theft or little Thief, and to ſuffer the great Thief to eſcape, which is unreaſonable. Severe puniſhment of bankrupts.

The Statute of Bankrupts, made and provided by our Law againſt Merchants and Citizens only, was done to a very good intent, if it were executed accordingly, with due conſideration of the quality of perſons, and their behaviour. But ſome can prevent the means of ſuing for the ſame, and ſo break the ſtrength of it, as eaſily as a Spiders web, whiles plain dealing men are laid hold of, that have an honeſt intention to pay every man according to their ability preſent or future, as God ſhal inable them, for *Ultra poſſe non eſt eſſe.* The Statute againſt Bankrupts.

But theſe well meaning men are oftentimes hindred to perform their honeſt intentions, by the hard and obſtinate dealing of ſome of their Creditors, to the utter overthrow of them, their wives and children, and the general loſs of all the reſt of the Creditors. Theſe men therefore are to be over-ruled by the Lord Chancellor, who may compel them to be conformable with the other Creditors, according to the Cuſtoms of Merchants in other Countries: And there hath been in times, during the reign of Queen *Elizabeth*, a Commiſſion granted under the great Seal of *England*, for the relief of diſtreſſed priſoners in the priſons of the Fleet and the Kings Bench, which Commiſſion if it were renewed for the relief of the one, and the finding out of the other, would work much charity and contentment to the ſubjects. Howbeit to prevent theſe extreams is more commendable; for many Merchants and Shop-keepers do flouriſh and become rich again, if their Creditors be favorable unto them, and do pay every man to the full. Therefore are the Letters and Licences deviſed amongſt Merchants, which are as a Paſs-port for the perſons and goods of the debtors, given by the Creditors, by way of Covenant, that they ſhall not (for and during ſuch a time or term of years) trouble or moleſt the perſons and goods of the ſaid debtors, nor cauſe to be moleſted, arreſted, or troubled, upon pain and forfeiture of their ſaid debts, to be pleaded in Barr againſt them for ever, as a full payment of the ſame. Commiſſion for the relief of priſoners. Letters of Licence given to Debtors.

For the better incouragement, and to retain men in their duties, the Cuſtom of Merchants concurring with the courſe of the Civil Law herein, doth make a reſtauration of credit to thoſe that pay their debts to the full, nowithſtanding their loſſes which they have ſuſtained; and they may have a publication made of it, by way of intimation to all men upon the Exchange or other publique places, for a perpetual remembrance to Poſterity, of their honeſt, religious and commendable endeavours and behaviours, to the honour and credit of their houſe, kindred, or good deſcent. Which is more eſpecially regarded in *Spain*, where a Merchant or Citizen being decayed in his eſtate, and having paid according to his ability, yea although he doth not pay at all, ſhall be freed from all arreſts and troubles touching his perſon, if he make proof that he is a Gentleman by birth: Which extendeth ſo far, that all Merchants ſtrangers may have and enjoy the like Priviledge, upon Certificate made by any that is Embaſſadour or Agent for that Country; who commonly will do it upon the verification of it, by the Heraulds or otherwiſe: which cauſeth men not to degenerate in vertuous actions, although adverſe fortune playeth her tragedy; which they overcome with conſtancy and magnanimity. Reſtauration of credit. A Gentlemans priviledge in Spain.

The ſaid Statute againſt Bankrupts is made upon very great conſideration, which lieth not againſt a Gentleman: ſo that to call a decayed Gentleman a Bankrupt, (although he have had dealing in the world) beareth no Action at the Common Law, unleſs he were a Merchant or ſhop-keeper, &c.

The

Commiſſioners for the Statute of Bankrupts.

The Commiſſioners appointed by the Lord Chancellor under the great Seal, to execute this Commiſſion of the Statute of Bankrupt, muſt be Counſellors at the Law, joyned with ſome Citizens or Merchants, which are to ſeiſe of the party (which by the ſaid Commiſſion is proved to be a Bankrupt) all goods, debts, chattels and moveables into their hands, and to appoint one or two of the Creditors to be Treaſurers of the ſame, which is afterwards to be diſtributed by the ſaid Commiſſioners, unto all ſuch as they ſhall find and admit to be right Creditors to the party (and with his privity and conſent) upon ſuch ſpecialties, books, or accounts as they ſhall pròduce, and be made apparent unto them; which muſt be done within four months after the date of the ſaid Commiſſion. For if it be after the four months expired, they may exclude any Creditor if they ſee cauſe: ſo that the ſaid diſtribution ſhall be done to thoſe only which have been admitted within the ſaid time, according to their ſeveral principal ſums due unto them, without any intereſt for the forbearance ſince the ſpecialty was due, or any forfeiture; howbeit charges in Law expended for the debt ſhall be by them allowed according to their diſcretion. So likewiſe is it in the diſcretion of the Commiſſioners to admit any Creditor to come in, where the party was ſurety for another, if that party be likewiſe decayed. For it is uſual for intereſt Mony that two or three are bound together, and the Collateral Bonds which they give each to other to ſave harmleſs are to be conſidered, both by the ſaid Commiſſioners and the Creditors.

The contents of the ſaid Statute.

It is alſo provided by the ſaid Statute, That whoſoever ſhall be found to have voluntarily yielded to any arreſt, or his body to priſon, and ſo remaineth in priſon for and during the time of ſix months, thinking by that impriſonment to free his Goods, and to deceive his Creditors; againſt him may the ſaid Commiſſion be ſued forth and executed accordingly; for he is to be taken for a Bankrupt according to the ſaid Statute: And if the party be at liberty, againſt whom the ſaid Statute of Bankrupt is taken out, the ſaid Commiſſioners may (if they ſee cauſe) commit him to priſon, and give him ſome allowance for his maintenance. And of all their proceedings there is a Regiſter appointed by his Majeſties Letters Patents under the great Seal of *England* to record the ſame, until the Lord Chancellor do diſſolve the ſaid Commiſſion by a *Superſedeas*.

Definition of the word Decoctor.

The Civilians are copious in the deſcription of this argument, and have attributed unto this kind of people the name of Decoctor, which is derived from the word *Decoquo*, as it were to conſume the ſubſtance of things by decreaſe and evaporation of boyling over the fire, otherwiſe called diſturbers and conſumers of other mens goods in the courſe of traffick. Nevertheleſs they do obſerve great diſtinctions between theſe perſons, as in the treatiſe *De Decoctoribus*, made by *Benvenuto Straccha*, appears. And the definition of Bankrupts is three manner of ways diſtinguiſhed.

Firſt, when a man becometh inſolvent, by loſing his goods and other mens by fortune, miſchance, and caſualty: which man is not taken to be infamous by the Law, endeavouring to make ſatisfaction as he can.

Secondly, when a man by waſting, ſpoiling, and vitiouſly given, conſumes his own and other mens goods, and he by the Law is infamous.

Thirdly, when a man is decayed partly by waſting and ſpoiling of his own and other mens goods, and partly by misfortune and accident; and this man is taken to be infamous if he be vitious.

Hereunto I may add the fourth and moſt vile perſon, who enriching himſelf with other mens goods, breaketh without juſt cauſe, and only of purpoſe to deceive men, according to the aforeſaid example of *Roan*. Albeit I am of opinion, that the ſaid Civilians have left them out of the number to be criminally puniſhed, as Thieves to the Commonwealth, by the Magiſtrates or Princes authority, as the Banker of *Florence* was, who breaking for many Millions of Ducats, made a ſudden and deceitful compoſition with his Creditors for the one half, and paid them in ready Mony: Which being underſtood by the great Duke, he cauſed his proceſs to be made inſtantly, and thereupon he was executed alſo accordingly; which was good juſtice, and is to be done by the Magiſtrates, and not by the Creditors. As of late years one of *Genova* in *Italy* did

did unto a debtor of his, whom he knew went about to deceive him for great ſums of money; whereupon he cauſed a Chair to be made, and called the party to his houſe, and entreated him to ſit therein; which being made with certains engines, did ſuddenly ſo gripe and inclaſp his ſaid debtor, that he was compelled to pay him, or it might have coſt him his life. True it is, that in *Ruſſia* a man hath leave to beat or to have his Debtor beaten upon the hinder parts of the legs, if he cannot pay, and therewith he is diſcharged: which is not ſo cruel as to keep him always in priſon, and make him endure a lingering death: wherein the undoing of wives and children are made partakers unjuſtly. Puniſhments of Bankrupts

Concerning fraudulent dealers the Law is, That by making Ceſſion they ſhall not be relieved, and may be apprehended in the Church; whereas a Free man cannot be arreſted or taken in the Church, but may be unto him a place of refuge.

If he be found a fraudulent man by his books of account, then any bargain or ſale made two or three days before his breaking, by goods ſold good cheap, may be recalled and avoided: and in like manner, if he pay one man after his breaking, the ſame may be taken to be done in fraud of all the other creditors, and may be recalled for the generality. So goods bought by him before breaking, if they be found *in eſſe*, may be claimed by the ſeller to his particular uſe and payment again.

All conjectures of fraud may be augmented and aggravated againſt the fraudulent man, according to the ſaying, *Semel inventum decies factum.*

If any man do break in partnerſhip, the partnerſhip is *ipſo facto* diſſolved by Law: but the credit of the other remaineth, paying the debts of the partnerſhip.

Alſo any commiſſion given by him for the partnerſhip is void inſtantly: howbeit, if a Factor being ignorant of his breaking, have cauſed his commiſſion to be followed, that which is done doth bind the Maſter, and ſhall excuſe the Factor.

A debtor ſuſpected by others, may be touched before monys be due, and the Creditor may attach ſome of his goods or pawns: which is the cauſe that the writ of *Latitat* out of the Kings Bench Court may be ſerved upon them to find ſureties for their appearance (at the return of the Writ) before the Judges of the ſaid Court. But the Laws in divers countrys do much differ in the proceedings and execution of theſe fraudulent men. Suſpicious Debtors.

Here ariſeth a queſtion, Whether a Surety can pretend to be diſcharged, if the creditors have made or agreed with the Principal for a longer time of payment, and the Principal breaketh? The anſwer is, That if he knew of the new agreement of the ſaid party for a longer time, he is liable thereunto: otherwiſe being bound as a ſurety for a time limited, he ought to be cleared at that time, or to make ſuit or demand to have his ſatisfaction of the Principal, as alſo of the Surety; which being neglected, doth in equity diſcharge the ſaid Surety: the reaſon is, becauſe if the Surety do break at or before the time of the payment, the Creditor may demand another Surety in that mans place which is broken, wherein the Law is very indifferent. And this is the cauſe that divers Lord Chancellors of *England* (for monys taken up at intereſt upon Bonds) were of opinion, That when the ſaid monys are continued or prolonged at intereſt, the Bonds ſhould be renewed, and the Counterbonds alſo, and not to leave the old Bonds for many years to be uncancelled: for it doth oftentimes happen upon occaſion of abſence of ſome of the parties, that a new Bond is ſometimes ſealed, and the old not taken in, which breedeth contention, for the new Bond being made, the old is void, and yet may be uncancelled, and alſo put in ſuit by ſome Executor or Adminiſtrator, ignorant of the other new Bond taken for the ſame, and paid long before. Albeit herein it ſeems there is more reaſon not to make new Bonds: howſoever, diligent care muſt be had herein both by the Parties and Scriveners which make the Bonds. A queſtion for ſuretiſhip.

Concerning agreements to be made between Bankrupts and their Creditors, there is a queſtion made, That if Creditors do agree with their Debtors for ſome part of their debts, becauſe of the Debtors loſſes and misfortunes; Whether when the parties become rich again they may revoke their agreement? and the Law hath determined this queſtion, That if upon the agreement there be an acquittance made by the Creditor,

Creditor, then the ſame agreement is abſolute and cannot be revoked, unleſs the Acquittance were conditional.

The greateſt number, or the greater ſum of the Creditors being agreed with the Debtor, are bound to be conformable with the other, and to do the like with the help of authority, not only by the Civil law, but alſo by the Merchants Court of Prior and Conſuls, which authority is already noted before to be in the Lord Chancellor. But the difference is great between the greater number of the Creditors, or the greater ſum: for a man may have an infinite number of ſmall Creditors, or few Creditors for very great ſums by him owing; ſo that the greater number ſhall over-rule the greater ſums. It is therefore thought convenient to follow the greater ſums, which nevertheleſs doth not hinder the ſmaller number to proceed upon goods appertaining to the Party, if they can find them, if by the ſaid authority the whole eſtate of the Decoctor be not managed: whereupon the Bills of conformity were of late years uſed in the Chancery, which by the Parliament *Anno* 1621 are made void, becauſe of divers great abuſes committed in the defence of Bankrupts, who to ſhelter themſelves from the rigor of the Common-laws, did prefer their Bills of complaint in Chancery, which was in the nature of a Protection, and the Parties broken, became to be relieved for eaſie agreement with their creditors, albeit at charges another way extraordinary.

Bills of conformity in Chancery.

Now concerning fugitive perſons (being indebted) if they be Merchants, they are taken *pro confeſſo* to be Decoctors or Bankrupts, for they in ſubſtance by their abſence deny to give a reaſon of their loſſes to their Creditors, which they ought to do; if by fortune, they are to have good and favourable dealing, if it ſhall appear, that by loſſes, and not by waſtful or lewd behaviour, they came behind hand, whereby the Creditors are induced to divide in ſome meaſure the Parties goods amongſt them, as they may by the Law and cuſtom of Merchants.

Fugitive Merchants.

The Statute (made in the 34 year of King *Henry* 8) hath well provided againſt theſe fugitive perſons, that a Proclamation ſhall be made againſt them, That if they do not return within three months after they ſhall have notice of it (which by *Affidavit* muſt be certified) to preſent themſelves in ſome convenient place to be declared, that then they ſhall be proceeded againſt, as if they were contemners of the laws of the realm. And in the mean time (by order from the Lords of the privy Council, who have authority to grant a warrant for the Proclamation) all ſuch revenues of lands or goods to be ſequeſtred, and afterwards to be ſold as cauſe ſhall require for the payment of the Creditors, which execution hath lately been practiſed againſt divers, but lyeth only againſt the Kings ſubiects, but not againſt ſtrangers, nor other perſons which are not Merchants or trades-men.

Proclamation againſt fugitive Merchants.

All means of ſtrict proceeding are to be uſed againſt thoſe fugitive Merchants, as alſo other Decoctors, and againſt them that do give them any aid or aſſiſtance, which is not tolerated by the Law: for he that will help them becauſe he may the ſooner recover of him his own payment, may be convicted of fraud by the law, when it is found out and diſcovered; beſides that, the other Creditors may call that money back again to be diſtributed amongſt them. And the *Dictio, nullo modo*, is to be underſtood at no time and without reaſon of excuſe, in all other things prohibited by the Law, eſpecially in this which concerneth the diſturbers of commerce, ſo much to be celebrated. And becauſe many queſtions do ariſe by the means of the interruption of traffick by Bankrupts, and that (as I have noted already) the Laws in moſt countries do differ in the proceedings againſt them: I have therefore in this Chapter made a more ample diſcourſe, both of the Civil Law, the Cuſtoms of the Merchants courts, and the examples and Laws of other countries, to prevent the multiplicities of caſes which might be alledged by true obſervation of the premiſſes.

Nullo modo, How to be taken.

The queſtion concerning Bankers which have their ſeveral places or banks in diverſ Juriſdictions, and become Bankrupt, How their Creditors ſhall be dealt withal in the dividing of their eſtates between them, is worthy obſervation: for whereas they keep two, three, or more Books, of account in ſeveral places, and therein diſtinguiſh the Creditors of their ſeveral Banks: The Civilians are of opinion for the moſt part,

A queſtion which concernet hthe Eſtate of Bankers.

part, That the Creditors of one Juriſdiction ſhould not participate with the Creditors of another Juriſdiction, and have put the ſame in practice; but the Court of Merchants do uſe to take an account of the ſtate of the Bankrupt diſperſed in all countries, and divide accordingly.

CHAP. XLV.

Of Manufactures.

HAving ſo often inculcated that important argument, whereby true Merchants are to be careful, That Traffick and Commerce may be profitable as well to the Common-wealth, as to themſelves; we may not omit to intreat of Manufactures, as an important matter to the cuſtomary Law of Merchants, conſidering the abundance of materials and ſtuff which the Realms of *England*, *Scotland* and *Ireland* do afford, whereby the people may be ſet on work to avoid idleneſs (which is the root of all evil) moſt dangerous in countries which are populous. Idleneſs the root of all evil.

Experience demonſtrated unto us, how many other nations (having not ſtuffs of their own, but from others) do nevertheleſs ſet their people on work upon the ſtuff and materials of other countries, making and diſperſing the ſame into a large trade: Therefore it is convenient to encourage all men to reward new inventions with ſome priviledges for a time, and not for ever, to avoid the courſe of Monopoly, and to make the benefit to the Common-wealth more general, which maketh men painfull by the radical moiſture of gain, whereof Merchants are to have a conſideration ſo to reward the artificers and handy-crafts-mens labours, that they may live by their work, according to the *Dutch* Proverb, which themſelves uſe ſo frequently, *Leven ende laeten leven*, To live and to let others live. This is to be regarded alſo by ſtates men, forbearing to impoſe over great Cuſtoms to be payed upon Commodities, whereby the people is ſet on work both upon goods imported and exported. It is therefore prohibited in *France*, that Tallow be brought in, but not Candles; old Shooes, but not coblet; Paper, but not Cards, and the like; much more for richer wares, as Silks, Cotton-wools, and Linnen, *&c.* New inventions to be rewarded. Live and let live.

The commodities which are not made at all, or but in ſmall quantity in *England*, and may be practiſed, are many, as Bukrams, Tapeſtry, Buſtians, Cambricks, Canvas, Cables, Babies, cloth of Gold and Silver, Damask, Diaper, Mather, Paper, and divers other things; all which may be made in time, *Quia nemo naſcitur artifex.* And herein is to be conſidered, That all other nations being careful to maintain Manufactures, cannot but take an offence, if any other nation will endeavour to do all, and to exclude others, which extremity enforceth another as we have found by the enterpriſe of the late new Company, for dreſſing and dying of all the white cloths in *England*, which cauſed other nations to make cloths of their own by the wools of other nations. For (as hath been noted) it is contrary to that common entercourſe and mutual courſe of Commodities, whereof ſome countries are deſtitute, and other countries do abound, thereby ſupplying the barrenneſs of the one, with the ſuperfluities of the other, maintaining a friendly correſpondence and familiarity. One extremity enforceth another.

The Impreſa, *Sceptra fovent Artes*, may better be attributed to Common-weals or popular Governments, than unto Monarchies or Kingdoms, becauſe experience proveth the ſame into us, by the great quantities made of Manufactures, and diſperſed by way of trade; as we have noted by the laudable engroſſing of them at *Norembourgh*.

The ſtriving of making Commodities, and to underſel one another, are dangerous, and prejudicial to both parties; for by their contention they hinder each other, and bring To underſel commodities is very dangerous.

bring commodities to be leſs eſteemed. This is a matter of great conſequence for ſtates-men to be taken into their ſerious conſideration; for as the *Spaniard* ſaith, *Quien todo lo quiere, todo le pierde.*

Bogging. Peat and Turff.

Setting the fiſhing trade apart (which cauſeth all ſorts of poor to imploy their hands, though they want legs) let me recommend unto you, the making and bogging of Peat and Turff, the rather for the want of wood, which England is like to have in progreſs of time, the woods being much decayed and inhaunced in price, and Peat and Turff may be made ſerviceable to ſupply the uſes of wood, and ſet an infinite number of people on work. As the Making of Iron, and all other Metals made in foundries and fineries: the boyling of Minerals, as Allom, Salt-peter, Copperas, and the like, the burning of Bricks and Tyles, the making of Glaſs, the refining of Sugar; beſides the common uſe for brewing, baking, dying, and other profeſſions, and every man conſuming wood more or leſs in his houſe, beſides ſea-coal.

Commodities by the bogging of Turff.

And here I cannot omit to ſay ſomething of the commodities which will redound hereby to the Common-wealth, namely, all boggy, waſte grounds and quagmires (unprofitable and dangerous for feeding of cattel and deer) ſhall be converted to profitable uſes, in the making of Peat and Turff, and (in time) with the oft draining of the waters, turn to firm grounds and fiſh ponds. It will prevent the oft drowning of deer and cattel, venturing for ſome graſs growing in bogs and quagmires, whereby alſo many of them become rotten by drinking the unwholeſom red waters thereof. All the ſaid grounds will be ſafer and pleaſing for hunting and planting of Woods, and the fiſh-ponds may be planted round about with Oſiers and hazelwood for hoops, with divers other profitable means, as in *Holland*: for the ſaid turff is to be made according to their manner, avoiding the ſulphurous ſmell, by two years drying of them before their uſe, and then they will in time be uſed by moſt men which now find the ſaid Turff to be offenſive, as they did in the beginning when ſea-coals came to be uſed in private mens houſes: if this had been followed, the bogging of Turff had been already pleaſing and profitable.

Apifacture of Hony and Wax.

Next let us ſomwhat digreſs from Manufacture, to Apifacture, and (with *Solomon* the wiſe) ſend the ſluggard to imitate the painful and laborious Bees, for the increaſe of Hony and Wax in *England*, *Scotland* and *Ireland*, and other of his Majeſties dominions: and let mans help ſuccour this Apifacture, if it may be ſo called, as followeth.

The means to increaſe Hony and Wax, doth properly conſiſt in the preſervation of Bees, and the making of convenient Skeps or Bee-hives after a new invention:

The Bee-hive of two pieces.

Namely, you may make your Skeps either with Straw or Wicker of two ſorts, and to be of two pieces, to take off at the Crown or near the midſt of the Hive; that when they have gathered and filled up their Houſe, and that the room is ſcant within, then take away the upper half and clap on a board, or the bottom, or head of a Pitch Barrel or Tarr Barrel, or the like having pitch on it, caſting Mault meal, or Bean meal upon the ſame, and then daub it well with clay about the skirts, and ſetting on with your clay mixt with ſome Salt; and when you have thus done, then raiſe it up below with ſo many wreythes, as you took above for the gelding of your Hives before, which is very needful to make the greater plenty and increaſe. For making your Skeps in this manner, the Hony may be taken at all times; but eſpecially, when you do perceive by the lifting up of your Skeps, that your Bees are well provided for the Winters proviſion, and that there be plenty of food yet to gather, then cap them. Take a ſtrong wyer, make it flat, and cut your combs in two, and then have a parchment in readineſs to follow the wyer, to keep aſunder the wax from cleaving, laying on your boord with pitch and meal, as aforeſaid. This to be done in Summer.

Preſervation of Bees for the Climate of Great Britain, *&c.*

1. IN March your Bees doe begin to breed, and then they begin to ſit, let them at that time be ſerved twice every week, becauſe:

2 In

2 In *April* your Bees begin to hatch, ſerve them in hard and rugged weather, whereby they are hindred to be abroad.

3 In *May* is your Bee coming forth, look to ſerve them until *Mid-may*.

4 In *June* are your Bees in their ſtrength for caſting, and then there is great plenty of Flowers and Dews for them to feed upon.

5 In *July* they are full of Hony, therefore cap your firſt Swarms, and take up the reſt for Hony that you mean to take up for that year, and cap as followeth.

6 In *Auguſt* is the moſt breed of Bees paſt, and you may cap likewiſe thoſe you mean to keep over the year; I mean your old Stocks, for then they may forbear it.

7 In *September* the gathering of Bees is paſt; ſtop cloſe, and if there be any that is not capable, leave them and ſtop cloſe with Clay and Salt, and daub below with Cow-dung as the manner is.

8 In *October* begin to look whether robbers have ſpoiled any or not; if it be ſo that they have, take away your Bees as in Hony time, and ſet up your Skeps with the Combs whole, to be uſed as hereafter followeth.

9 In *November* ſtop up all holes, let none paſs in or out; but if they prove weak, then take away your Bees from the Combs, and keep them for the ſecond and third Swarms after.

10 In *December* houſe your Bees, if they ſtand cold: And in the North, houſe all.

11 In *January* turn up your Bees, and throw in Wort and Water and Hony twice or thrice, but let your Water be warm.

12 In *February* ſet forth and ſerve all them that ſtand in need, with Wort and Hony, or Hony and Water, ſo it be warm; and then in *March* look for their breeding, as is before declared.

No corrupt Combs to be left, but the bad are to be taken forth in the *Spring* time (being in feeding) and when yuo have thrown in one pint of warm Wort, and that they are ſtrugling with the clammineſs of the Wort; then may you very well take from them any thing that doth annoy them; which manner of dreſſing you may obſerve for many years during your Skep, ſo long as they ſtand to work new again.

Neceſſary obſervations conſervations concerning the Primeſſes.

FRom the middle of *April*, until the midſt of *May* look diligently to thy Bees; For then are they near beginning to hatch, and ſtand in need of moſt help, eſpecially if the Spring be cold, and the wind holding any part of the *North* or *Eaſt*; whereby the tender buds or bloſſoms do periſh, and the Bees are driven to the bloſſom of Apple trees, which is their utter overthrow and decay. The Poiſſon of Bees.

Helps for weak Bees at all times.

TAke Water and Honey mixt together made luke warm, and throw it amongſt the Combs, to the quantity of a pint at a time: or ſtrong Wort new run, or unboiled Wort alſo luke-warm, and the ſame two or three times at the moſt; and this for the firſt Swarm.

For the ſecond and third Swarm muſt be given in their Hives, to preſerve that which they have gathered: Take Mulſe, which is eight times ſo much Water as Hony, boiled to a quart or three pints; ſet the ſame with diſhes in their Shepes, laying a few ſtraws in the diſh to keep them from drowning. Wort and Figs boyled will ſerve alſo.

The Smoak (as it were the Tobacco of Bees) wherein they delight, is Cows or Oxen dung, ſophiſticated with ſweet Wort; and the Marrow of the Ox or Cow, being well dried: take the Shepe (which is diſeaſed) and ſet it in a Meal Skiff or Riddle, and then kindle a little fire with your Cows dung, and ſet them over the ſmoke of the fire, and ſmoak them by fits, ſcarce ſo long at every time as you can tell ten, and beware not to uſe this ſmoaking too oft, but as neceſſity requireth and in gentle manner. Bees Tobacco.

The neceſſary uſe of Hony and Wax, made me to obſerve the premiſes, wiſhing, That in all Pariſhes of *Great Britain* and *Ireland*, all the Parſons and Vicars in Country Towns and Villages were enjoined to keep Bees for their own Benefit, and the general Good, which they may do conveniently in the Church-yards, and other places of their Gardens; and ſome of their Children or Scholars may attend the ſame.

Equivocal generation of Bees.

The multiplying of Bees is eaſie, without deſtroying them, and the creation of them is known to many, proceeding of the corruption of a Heifer, the fleſh whereof is fit to engender Bees, as the fleſh of Horſes for Waſps, or that of Man for Lice. And to abreviate, I refer the deſirous Reader hereof to Mr. *Hill*'s Book of Husbandry, where he ſpeaks of Bees, with the Commodity of Honey and Wax, and of their Uſes and ſeveral Profits, collected out of the beſt learned Writers, as *Plinius*, *Albertus*, *Varro*, *Columella*, *Palladius*, *Ariſtotle*, *Theophraſtus*, *Cardanus*, *Guilielmus de Conchis*, *Agrippa*, and others.

Returning to Manufacture, and to conclude this Argument, many are the Commodities to be made of Silk, Wooll, Linnen, Cotton, and other Stuffs; but vain is the conceit that would command and govern them all. But as we have declared before, in the Commutation, or Barter and the Uſe of them, lieth the greateſt conſideration, and in the ſetting of people on Work to avoid idleneſs, the diſturber of Common-weals, which cauſeth men to make Plantations and Diſcoveries of other Countreys, whereof incidently we are now to handle ſomething, ſeeing that Merchants have the managing thereof.

CHAP. XLVI.

Of Plantations of People, and new Diſcoveries.

Plantation of Colonies of People.

WHEN the Common-wealth of the Empire of the Romans grew to be very populous, and Men (idle) would have ſtirred more commotions, then the Plantation of Colonies of Peoplé in other Countreys was moſt neceſſary to be practiſed, and means alſo to ſet the People on Work, or to employ them in the Wars, to Govern the quieter at home. And at this day, in *Rome* and many other places in *Italy*, if a Man ſhall be found to live idle and want means, offer is made unto him to draw a Lot for a Sum of Money, be it Thirty, Forty, Sixty, or a Hundred Ducats (as he may be reputed) to have that Money, or to become an Officer in their Galleys, where other Malefactors are confined to ſerve. For unleſs the three Impoſtumes of the World, namely Wars, Famine, and Peſtilence, do purge that great Body, all Kingdoms and Countreys become very populous, and Men can hardly live in quiet, or without danger. Merchants therefore ſeeking to diſcover new Countreys, are much to be commended and cheriſhed, and their Cuſtoms are to be obſerved as a Law permanent, which hitherto have been herein kept unviolated.

Three Impoſtumes of the World.

Plantation of *Virginia* and the *Burmudas*.

The undefatigable induſtry to make a compleat Plantation in *Virginia*, and the Iſland of *Bermudas*, (which hath been very chargable) might have been far better, if honeſt Houſholders and Families of ſome ability had been induced thereunto by Benefit and Profit at the beginning, and meer poor people and Vagabonds had not been admitted but afterwards. This inducement ſhould have wrought in their Idea an imaginary Common-wealth, and ought to have been done in this manner following,

Make

Make choice of ſome honeſt Shoomakers likely to try adventures, and to enrich themſelves; know of them how many pair of Shooes they make yearly, whereby they live and their Families, although Victuals be dear. Then let them know, that four or five times ſo many ſhall be taken from them, and Leather be delivered them, if they will go and inhabit in *Virginia*, where they ſhall have Houſes and Lands for themſelves and their Heirs for ever, and their Work ſhall be taken from them, and they ſhall be duely paid, and that a certain number only ſhall have this Priviledge for certain years, and none others to be admitted, albeit the number of people do encreaſe; whereby they may be ſure of a certain beneficial Living: and no doubt they will adventure that little they have to enrich their Means and Eſtate, and perſuade their Wives and Servants to go with them, who may ſucceed them upon other good conditions. The like is to be done with Taylors, Bakers, Brewers, and other Handicrafts-men, and (ſo conceiving a Common-wealth within themſelves) will reſolve and encourage many that are of ſome means to accompany others of ſmaller Means, whereby the baſe minded will be brought to be alſo painful and induſtrious in time, and the Charge of the Undertakers will be leſs, and more commodious to provide the Voyages with facility.

The like was to be put in practice by the *Hollanders*, in the Iſland of St. *Thomas* under the Line; but the extremity of the heat of that Climate did bring a diſorder, and the attempt was given over. It is more likely to be eſtabliſhed in other places; for albeit the Wars in *Europe* will diminiſh the people, yet moſt Countries are populous.

Politicians, although they are much miſtaken in the number of Pariſhes of ſeveral Kingdoms, yet are they not in the number of the Perſons or Inhabitants.

France, containing by late eſtimation about 27400 Pariſhes, eſteemed in 44 hundred thouſand Families, of five Perſons to a Family, (where in *England* ſix Perſons are accounted to be in a Family) is 22 Millions of Perſons. What people in *France* in number, &c.

England, containing 9725 Pariſhes, 52 Shires, and 26 Cities, is eſteemed in 28 hundred thouſand Families of ſix Perſons, which maketh 16 Millions and 800 thouſand Perſons.

Scotland, containing above 4000 Pariſhes, is eſteemed to have about 1500 thouſand Perſons or Families of ſix Perſons, is nine Millions of Perſons.

Ireland, containing 5500 Pariſhes, was eſteemed not to contain the two third parts of *Scotland*, which is now much encreaſed.

The Province of *Flanders* (one of the 17 Netherlands) eſteemed to contain 140 thouſand Families of five perſons, is 700 thouſand Perſons, which is more than the Kingdom of *Denmark*, being ten times more ſpacious.

Now omitting to ſpeak of other Countreys, let us obſerve that in all popular Governments, be it an Ariſtocracy, or Democracy, the means to make Countreys populous is thought reaſonable, which in Monarchies is held to be dangerous. The concourſe of People cauſeth the greater conſumption of all things, and the Revenues are great by Impoſitions, and it giveth life to Traffick and Commerce. Too populous is dangerous in Monarchies.

The Plantation of *Ulſter* (one of the four Provinces of *Ireland*) is now very great, and the means to ſet the People on work are to be taken in hand, which may be done by a Corporation of Engliſh and Iriſh Merchants there inhabiting, and Engliſh Merchants in *England* to vent the ſuperfluities of their Commodities of that Kingdom, and to encreaſe the Manufacture of many needful Commodities to be made there, the Realm affording ſtuff and materials thereunto plenteouſly.

And here I remember a good obſervation heretofore made touching the Kingdom of *Ireland*, Why the ſame was not brought unto perfect obedience to their Sovereign theſe 400 years, but under our moſt gracious King *James*? which is attributed to the miſtaking of the place of the Plantation of the firſt Adventurers, who were deceived in their choice; for they ſate down and erected their Caſtles and habitations in the Plains and open Countreys, where they found moſt fruitful and profitable Lands, and turned the Iriſh into the Woods and Mountains, which, as they were proper places for Outlaws Fit places for Plantation to be conſidered of.

laws and Thieves, ſo were they their natural Caſtles and Fortifications: Thither they drove their Preys and Stealths; they lurked there, and waited to do evil and miſchief; for theſe places they kept unknown, by making the ways and entries thereunto impaſſible; there they kept their Cattel, living by the Milk of the Cow, without Husbandry or Tillage; there they increaſed and multiplied unto infinite numbers by promiſcuous generation among themſelves; there they made their Aſſemblies and Conſpiracies without diſcovery; but they diſcovered the weakneſs of the *Engliſh* dwelling in the open Plains, and thereupon made their Sallies and Retreats with great advantage. Whereas on the other ſide, if the *Engliſh* had builded their Caſtles and Towns in thoſe places of Faſtneſs, and had driven the *Iriſh* into the Plains and open Countries, where they might have had an Eye and obſervation upon them, the *Iriſh* had been eaſily kept in order, and in a ſhort time reclaimed from their wildneſs, and would have uſed Tillage, and by dwelling together in Town-ſhips learned Mechanical Arts and Sciences. This diſcourſe may ſeem ſtrange to the Law of Merchants: But when Merchants undertake Plantations (as we ſee they do) no man will hold the ſame to be impertinent.

The diſcovery of the Southern countries called *Terra Auſtralis.*

And for as much as divers Mathematicians heretofore have according to thoſe diſcoveries made their Maps, and upon good probability affirmed and ſet down *Terra Auſtralis incognita*, whereof diſcovery hath been made in the year 1615 by *Ferdinand de Quir*, a *Spaniſh* Captain; let us conſider, that many other Countries may alſo be found out: albeit this containeth a fifth part of the World, for (as he ſaith to *Philip* the third, late King of *Spain*) the length thereof is as great as all *Europe*, and *Aſia* the leſs, unto the Sea of *Bachu*, *Perſia*, and all the Iſles, as well of the *Ocean*, as of the *Medeterranian* Sea, taking *England* and *Ireland* into this account; ſeated within *Zona Torrida*, and a great part thereof reacheth unto the Equinoctial Circle, elevated unto them to 90 degrees above the Horizon, and in ſome places a little leſs.

There they live without Kings or Laws, and know no neighbourhood either of *Turks* or *Moors*; and according to this manner of life (although they want Iron and Guns) they have not need of any thing. But they abound with many excellent Commodities, whereof the *Spaniards* will in time make uſe, eſpecially if they be more aſſured of Gold thereof to be found, as in part they are of Silver and Pearls; for theſe are the three moſt precious darlings that lie and are cheriſhed in the Boſom of Nature. To ſay nothing of Spices and Drugs whereof they abound, with many other Commodities, by the ſaid Captain declared.

True cauſes to make Plantations.

And here we may not omit to remember, that it is not enough to diſcover Countries, and leave them without Plantation, or at the leaſt neglect the uſe of them, if Merchants do give over their Enterpriſes: But it is the part of Princes to ſee Plantations made, for two main reaſons: That is, to convert the inhabitants or neighbours to Chriſtianity; and, to the end ſuch temporal Bleſſings may be enjoyed as the Land and Seas do afford: Moſt requiſite to be done in the Iſland of *New-found-land*, bordering upon the Coaſt of *America*, from which it is divided by the Sea, ſo far diſtant as *England* is from the neareſt part of *France*, and lyeth between 46 and 53 degrees *North* Latitude, as Captain *Richard Whitbourn*, hath very well declared in his diſcovery, affirming the ſpaciouſneſs thereof to be almoſt as *Ireland*: and therein he hath noted many diſorderly courſes committed by ſome Traders and Fiſhing Merchants, in ſetting forth to the *New-found-land*, which are worthy the obſervation and knowledge of Merchants, becauſe that the like errors may not be committed in other voyages, which by this good advice may be prevented or reformed.

Worthy conſiderations for plantation for the Fiſhing trade.

It is well known, ſaith he, that they which adventure to *New-found-land* a Fiſhing, begin to dreſs and provide their Ships ready commonly in the Months of *December*, *January*, and *February*, and are ready to ſet forth at Sea in thoſe Voyages near the end of *February*, being commonly the fouleſt time in the year: And thus the doe, ſtriving to be there firſt in a Harbour to obtain the name of Admiral that year, and ſo to have the chiefeſt place to make their Fiſh on, where they may do it with greateſt eaſe, and have the choice of divers neceſſaries in the Harbours. And thus

by

by their haſting thither, oftentimes there comes not only dangers to themſelves, but alſo great miſchief and loſſes to many others which arrive there after the firſt, as it may by that which follows truely appear.

For by the haſting forth (as now they uſe) they greatly endanger themſelves, being many times beaten with rough and ſtormy winds, and oftentimes they are thereby forced to return back with great loſs both of mens lives and goods, as it is well known; ſo that to get the ſuperiority to arrive there firſt in an Harbour, they will bear ſuch an overpreſt ſail, and in ſo deſperate a maner, as there are no true underſtanding ſea-men that uſe the like to any place of the world. For albeit when the fogs are thick, and the nights dark, that ſometimes they cannot diſcern the length of three ſhips in the way before them, and the Ice often threatning much peril unto them; yet on runs the ſhip amain ſo faſt as poſſibly ſhe may, when commonly moſt part of the company are faſt aſleep, even with extream hazard of their lives. Thus many times both ſhips and men have been caſt away ſuddenly, to the utter undoing of many advanturers and families.

And alſo this untimely ſetting forth conſumeth a great quantity of Victuals that might be ſaved to better purpoſe, and it forceth them to carry and recarry many more men in every Ship (every Voyage) than they need, if they once take a fitter courſe.

Such Stages and Houſes that the firſt arrivers find ſtanding in any Harbors (wherein men ſet divers neceſſaries, and alſo ſalt their fiſh) ſome men have uſed to pull down or taken their pleaſure of them: by which unfit diſorders of ſome firſt arrivers there yearly, thoſe which arrive after them are ſometimes twenty days and more, to provide boards and timber to fit their boats for fiſhing, and other neceſſary rooms to ſalt and dry their Fiſh on, whereby much time is loſt, and Victuals conſumed to no purpoſe, and thereby alſo the voyages of the after Comers are often greatly hindered and prolonged, to the general hurt of the Common-wealth: and the Mariners themſelves which commit thoſe great abuſes are thereby alſo much wronged, as themſelves may conceive.

Wherefore if ſuch as henceforth adventure to that Country, take ſome better courſe in that trade of Fiſhing than heretofore they have uſed, they ſhall find the greater ſafety of their adventures, and much good thereby. For whereas heretofore they have uſed to make ready their ſhips to ſail in thoſe voyages in ſuch unſeaſonable time of the year, whereby they often receive ſuch hinderances and loſſes, they need not then to go in the ſaid voyages until the five and twentieth day of March, which is a fit time of the year to put forth to ſea from our coaſt to that country, the Winter ſtorms beginning them to ceaſe: and then any ſuch Ship which carries in her thirty men in every voyage, may well leave ſix men there behind them, or more all the Winter ſeaſon, until the Ships return to them again; and theſe ſix mens Victualls will be ſaved and ſerve to better uſe, and thereby alſo cut off that months ſetting forth in thoſe Voyages ſo ſoon in the year as now men uſe to do; and then the Victuals for that month (which is ſo vainly, and with ſuch great danger conſumed) may well maintain thoſe men which are left in the country all the Winter ſeaſon, till the Ships return to them again, with a very ſmall addition to it.

Benefits ariſing by reformation about Fiſhing.

And it may be thought reaſonable, That men which will undertake to ſettle people in New-found-land, ſhall have this priviledge, that in caſe he leave there a fifth perſon (of ſuch as he carries thither in his fiſhing Voyage) to inhabite, whereby thoſe men ſo left might keep a certain place continually for their Fiſhing and drying of it, whenſoever their Ship arriveth thither: then would all ſuch as leave people there, build ſtrong and neceſſary rooms for all purpoſes, and then in ſome neceſſary Houſes and rooms they may put their Fiſh when it is dried; which Fiſh now ſtandeth after ſuch time it is dried, until it is ſhipped (which is commonly above two moneths) in great heaps packt up uncovered in all the heat and rain that falleth, whereby great abundance of good Fiſh is ſpoiled yearly, and caſt away for want of ſuch neceſſary rooms. And for the want of ſuch fit houſes ſome mens Voyages have been overthrown;

Convenient priviledges to be granted.

thrown, and then a mean place to make Fiſh on will be made more commodious than the beſt place is now, that men ſo dangerouſly and deſperately run for every year.

And thus every mans fiſhing Pinnaces may be preſerved in ſuch perfect readineſs, againſt his ſhip ſhall yearly arrive there again; which Pinnaces are now often loſt, and ſometimes torn in pieces by the firſt arrivers there, very diſorderly: and if ſuch Pinnaces, Stages, and Houſes may be maintained and kept in ſuch readineſs yearly, it would be the moſt pleaſant, profitable and commodious trade of fiſhing that is at this time in any part of the world.

For then every Ships Company might fall to fiſhing the very next or ſecond day after their arrival, whereas now it is twenty days before they are fitted, and then ſuch ſhips ſhould not need ſo ſoon to haſt away from *England* by one moneth, at the leaſt mens lives might be thereby much the better ſaved, leſs victuals waſted, and many dangers prevented. And ſo every ſhip in every ſuch Voyage, may gain quickly one hundred pounds that uſually carry in her but twenty Men more than now they doe, by leaving of four men there of twenty. And as the proportion before named holds, for leaving ſix men in *New-found-land* of thirty; ſo the allowing of men to be made proportionably from every Ship, will ſoon raiſe many people to be ſettled in every Harbour where our Nation uſeth to Fiſh, and in other harbours in other Countries in like manner, ſome ſhips by this courſe may then quickly gain two hundred pound, and ſome three hundred pound and more, according to their greatneſs, more than they do yearly now; and thoſe men ſo left will manure land for Corn, ſaw boards, and fit timber to be tranſported from thence, and ſearch out for divers commodities in the country, which as yet lie undiſcovered: and by ſuch means the land will be in little time fitly peopled with divers poor handy-crafts men, that may be ſo commodiouſly carried thither with their wives: and that no man elſe ſhould appropriate to himſelf any ſuch certain place, and commodity for his fiſhing voyage, except he will in ſuch manner ſettle a fifth part of his company there to live. And then ſuch adventurers thither will carefully provide yearly for ſuch as they leave there, not only for bread and victuals, but likewiſe for all neceſſary tools fit for any kind of husbandry. And the charge thereof will yearly repay it ſelf with the benefit of their labours that ſhall be ſo left there, with great advantage.

An eaſie way for plantation.

By this means will ſhipping increaſe, men be imployed, and two voyages may be made yearly, and much victual ſaved: for the allowance of victual to maintain ſix men to carry them and recarry them outwards and homewards, is ſix Hogſheads of Beer, and ſix hundred weight of Bread, beſides Beef and other proviſion: which men as they ſail too and fro (as now they) uſe do little good or any ſervice at all, but peſter the ſhip in which they are, with their Bread, Beer, Water, Wood, Victuall, Fiſh, Cheſts, and divers other trumperies that every ſuch ſix men do cumber the ſhip withall yearly from thence, which men are to be accounted unneceſſary perſons returning yearly from thence.

But being left in the country in manner aforeſaid, the places of theſe ſhips which by them ſhould have been preoccupied, may be filled up yearly with good Fiſh, and many beneficial commodities; and the men ſo left in the Country, will not onely be free from the perils of the Seas, by not returning yearly, but will live there very pleaſantly, and (if they be induſtrious people) gain twice as much in the abſence of the Ships, more then twelve men ſhall be able to benefit their Maſters that are kept upon Farms, and that yearly; for the fertility of the ſoil is admirable, repleniſhed with ſeveral wholeſome Fruits, Herbs, Flowers, and Corn, yielding great increaſe; the ſtore of Deer, of Land-fowl and Water-fowl is rare and of great conſequence; as alſo many ſorts of timber there growing, with great hope of Mines, and making of Iron and Pitch.

The fertility of *New-found-land.*

Furrs may be procured not only by taking the beaſts, but by ſetling (in proceſs of time) a traffick with the Savages for their Furrs of Bever, Martins, Seal, Otters, and many other things. Finally, the rocks and mountains are good for ſeeds, roots, and vines; and the Climate is temperate, ſeeing the greateſt part thereof lieth above three

degrees

degrees nearer to the South than any part of *England* doth; which hath alſo moved me to write the ſaid Commendations of *New-found-land*, by the affirmation made unto me by the ſaid Captain, to the end all Merchants might further this intended Plantation, whereby the Fiſhing Trade may be much advanced, and the Fiſh it ſelf become more vendible, which ſhall be prepared by the Inhabitants of the perſons to be left there. For it is well approved by all thoſe that yearly Fiſh for Herrings, Cod and Ling, that Salt orderly boyled doth much better preſerve Fiſh, and keepeth more delightful in Taſt, and better for Mans Body, than that Fiſh which is preſerved with any other kind of Salt, as is now done for want of convenient houſes to boyl and prepare the ſame, yet may be done by the ſaid Plantation. But this being a matter depending thereupon, I am now to intreat of the Fiſhing trade more in particular in the next Chapter, ending thus concerning Plantations, whereby Princes dominions are enlarged for their honour and benefit alſo.

Solt boiled to preſerve Fiſh.

CAAP. XLVII.

Of the Fiſhing Trade.

SOme men may wonder, and not without juſt cauſe, That this moſt important argument of Fiſhing hath not been handled hitherto. But in truth my meaning was not to have touched the ſame, becauſe of the neglect of it in the Kingdoms of Great *Britain*, and *Ireland*, where the ſame is abandoned to other Nations: Howbeit, upon better conſideration (calling many things to mind) I found that it would have been a great errour to paſs over the ſame with ſilence, and to omit the Cuſtoms of Merchants therein, as the fundamental cauſe of the Traffick and Trade of divers Nations, whoſe great Wealth hath proceeded from the ſame. For it hath pleaſed Almighty God, to extend his Bleſſings herein, more then in all other things Created: For when God ſaid to the Earth, *Let it bring forth Trees and Plants:* And for Fowls Created out of the Seas, *Let the Fowl fly in the open Firmament:* And of Cattle, *Let the Earth bring forth the living thing according to his kind:* He ſaith of Fiſhes in a peculiar Phraſe, *Let the Waters bring forth in abundance, every thing that hath life*; and willed them to Increaſe and Multiply and to fill the Waters, which was the cauſe that the Prophet *David*, being raviſhed with admiration, ſaith; *O Lord, how manyfold are thy works, in wiſdom haſt thou made them all, and the earth is full of thy Riches: So is the great and wide Sea alſo, wherein are things creeping innumerable, both ſmall and great Beaſts.* The earth is full, but in the Sea are innumerable. Of the Beaſts of the Earth the learned have obſerved, That there be ſcarce 120 ſeveral kinds, and not much more of the Fowls of the Air: But no man can reckon the ſeveral kinds of the Creatures of the Seas, or can number any one kind. This ought to ſtir us up to eſtabliſh the Fiſhing Trade, eſpecially for Herrings, Cod, and Ling, which took his original from us: For it is not much above one hundred years ſince that one *Violet Stephens*, and other diſcontented Fiſhmongers departed the Realm of *England*, and went into *Holland*, to the Town of *Enchuſen*, where they procured the Inhabitants to Fiſh for them in the Seas, Streams, and Dominions of Great *Britain*: which Inhabitants (upon the deceaſe of the ſaid *Engliſhmen*) took the whole Trade to themſelves, which afterwards hath been diſperſed into many other Towns, whereby the Trade is ſo Increaſed, that *Holland* and *Zeland* have above 2000 Buſſes or Fiſhing Ships, which do make ordinarily two or three Voyages yearly, albeit their Country is remote from our Seas; and *England*, *Scotland* and *Ireland* have the

Gen. 1. 20, 21.

Pſal. 104.

Scaliger, Bodin, Cardan, and others.

Original of the Fiſhing Trade.

Fiſhing (as it were) at their doors. And ſuch is the Bleſſing of Almighty God, that above ſix hundred thouſand Laſts of Fiſh are taken yearly in the Dominions of the King of Great *Britain* only, omitting the quantity of Fiſh taken in *Denmark* Seas, *Ruſſia*, *New found-land*, *Spain*, *Italy* and other Dominions.

The Fiſhing is lawful, feaſible, and profitable.

And here I am to make a little abridgment of the collections of one *Tobias Gentleman*, a Fiſher-man, who made a Treatiſe touching the ſame, intituled *Englands way to win wealth, and to imploy Ships and Mariners*, proving firſt, the lawfulneſs of it by his Majeſties Subjects of Great *Britain*, ſecondly how feaſible it is for them by the exemplary actions of other Nations, that have nothing growing in their own Land for that uſe, but are conſtrained to fetch all out of other Countries; laſtly, that the Trade of Fiſhing is profitable, by the ſucceſs ſeen with the *Hollanders*, being rich and opulent, notwithſtanding their long Wars, and which themſelves do call to be their chiefeſt Trade and Principal Gold-mine, whereby many thouſands of their people of Trades and Occupations are ſet on work, maintained, and do proſper, as may be ſeen by their Proclamation annexed to the ſaid Treatiſe.

Proclamation of the States of the united Provinces.

Hereupon he ſheweth, that about Mid-*May* they make ready their Buſſes, and Fiſher-fleets, and by the firſt of *June* (their Stile) they are ſeen to ſail out of the *Maſe*, *Texel*, and the *Uly*, a thouſand Sail together for to catch Herrings in the North Seas, being moſt of them Ships of 120 or 100 Tuns, and the other 60 Tuns or thereabouts; having in them 24 men, and ſome 16, and 20 in every Ship; and they continue their courſe North-Weſt and by North, until they arrive at the Iſle of *Shotland*, which is the Dominion of the King of Great *Britain*, and the greateſt Iſland of the *Orcades*, and lies in the height of 60 degrees of Northerly Latitude. And by the 14 day of *June* (which is by their Law a time limited to lay their Nets) they begin to Fiſh, and do never leave the Skoals of Herrings, but come along amongſt them, following 500 miles in length, lading their Ships twice or thrice before they come to *Yarmouth*, ſending them away by the Merchants Ships that ſend them Victuals, Barrels, and more Salt and Nets, if they need any; which Ships are called Yagers, that is to ſay, Hunters or Dogger-boats, and theſe Ships do carry them, and ſell them in the Eaſt-countries, ſome to *Riga* and *Revel*, ſome to the *Narve*, *Ruſſia*, *Stockholm*, and all *Poland*, *Pruſſia*, *Pomerland*, *Lituania*, *Statin*, *Lubek*, and *Denmark*: Returning Hemp, Flax, Cordage, Cables, Iron, Corn, Soap-aſhes, Wax, Wainſcot, Clapbord, Pitch, Tar, Deals, Hoops, and other Commodities, with plenty of mony; and for *France*, they ſend for *Burdeaux*, *Rochel*, *Nantes*, *Morliaix*, and *San Mallous*, *Caen* in *Normandy*, *Roan*, *Paris*, *Amiens*, and all *Picardy*, and *Calice*, with the *Low-Countries* of the Arch-duke of *Auſtria*, reconciled with the King of *Spain*, returning other Commodities and Monies for the provenue of their Fiſh. For by their Laws all thoſe Herrings that they do catch in *Yarmouth* Seas, from *Bartholomew* tide until Saint *Andrew* (which are Rope-ſick) they may not bring home into *Holland*; and theſe they ſell unto *Yarmouth* men for ready Mony.

The ſituation of *Shotland*. Iſle.

Places to ſell Herrings.

Their Fiſhing for Cod and Lings continually is done with ſmaller Ships (of 40 Tun burthen) called Pinks and Wellboats, and all this is done with ſo good order and proviſion, that by night and day all is ſupplied, and the Fiſh taken off Inſtantly. And of mine own knowledge, they are ſo conſtant in their Fiſhing, that they are contented to have one good year for Fiſhing in ſeven years. All Fiſhermen are provided for, and their wives at home cannot want; for in their care, they may be compared to *Joſeph* in *Egypt*, providing for the time of Famine.

Good orders in the Fiſhing Trade.

They have beſides all this (continually in the ſeaſon) another Fleet of Fiſher-men (called Flyboats) which are in number ſome two hundred or more, and theſe be at the North-Eaſt of *Shotland*, having ſmall boats with them, called Cobles, and by means of them Lings are taken in great abundance, which they do not Barrel, but ſplet and Salt them in the Ships Bulk. To ſay nothing of freſh Fiſh, and other pretty obſervations of the ſaid *Tobias Gentleman*, let us note the commodious Fiſher-towns of *England*, as *Colcheſter*, *Harwich*, *Orford Alborough*, *Donwich*, *Walderſwike*, *Sould*, *Yarmouth*, *Blackney*, *Wells*, *Linne*, *Boſton*, and *Hull* by him named (whereunto

Commodious Towns for Fiſhing in *England*.

unto I may add *Scarborough*, *Harlepole*, *Whitby*, *Marsk*, *Stockton*, *Gysborough*, *New-caſtle*, and other places in the North. And it is to be much admired that this trade hath been ſo long neglected: Howbeit ſome are of opinion, that it would hinder much the trade of Cloth, if Fiſhing were intertained, eſpecially in the return of our Commodities, and that the Priviledges granted to divers Societies (as the Merchants Adventurers, *Eaſt-land*, and *Ruſſia* Merchants) ſhould be infringed thereby, and ſo both Trades cannot ſubſiſt together. The firſt objection to the fiſhing trade.

Others ſay, that other Nations are more Painful ond Induſtrious than we can be, and have more skill in the Cutting, Packing, and Salting of the Fiſh; and which is more, they can ſend away their Fiſh (and pay no Fraight) by their Ships going (otherwiſe) empty for Corn and Salt; for they pay but four Shillings for a Laſt, which is drinking Mony. And the *Hamburgers* having heretofore imitated the *Hollanders* to Fiſh with Buſſes for Herrings, after five or ſix years tryal, have been compelled to abandon the Fiſhing, and ſuffer their Ships to lie by the wall rotting, becauſe they found a loſs, and that the *Hollander* did outſell them, having the better and cheaper Fiſh; and the like would befall *England*, as ſome have already found. The ſecoud objection.

To theſe two objections, the one being Domeſtick, and the other Forrein, I make this anſwer; which is referred to the judicious Reader.

That the trade of Cloth ſhould be hindred by the Fiſhing trade, is not probable, being a diſtinct Commodity which ſerveth for the Belly, and the other for the Back, and both are ſold by us and other Nations in one or more places, and we both make our returns homewards by Commodities, Mony, and Exchange for Monies by Bills; ſo that the difference of the Perſons maketh not any ſolid argument: For if we return Commodities for Commodities, and they return Monies, we may return both the one and the other, having means more than ſufficient to maintain the trades, conſidering the great ſums of Money delivered at intereſt, although the Mony *in Specie* be wanting, which by theſe means would be ſupplyed. And concerning the Priviledges granted to ſeveral Societies, it will be eaſie to reconcile them by good orders to be obſerved in the Fiſhing trade; wherein all men of ſeveral companies may participate, and the general good is always to be preferred before the particular, and that Society which is againſt the common good ought not to be admitted or continued for any private reſpect. Anſwer to the firſt.

To the ſecond Objection, that other Nations are more Painful and Induſtrious, and have more skill in the Cutting, Salting, and Packing of Fiſh, and pay no fraight for the tranſportation of their Fiſh: Suppoſe it be ſo as you ſay for the preſent, yet you cannot deny but that the ſame may be amended by uſe and Cuſtom, ſeeing our people can indure all Climates and hardineſs as well as others, and by good orders and gain, may be allured to undertake Labour and Pains, when want breedeth induſtry, and gain is like a ſecond life. Anſwer to the ſecond.

The managing to make Fiſh more Merchantable and vendible, may be learned of others in time, and for wages men will be procured that ſhall teach others; we know that the Proverb is true, *Omne principium grave*. The like may be ſaid touching the fraight of Shipping, which in proceſs of time may be had in the ſame manner, if the Coaſt Towns of *England* were made and appropriated to be the Ware-houſes or Magaſins for the groſs Commodities of thoſe Countries where the Herrings are ſold: For the Situation of *England* is far more commodious to ſend away the ſaid Commodities for all other Countries, and in divers places at all times and ſeaſons of the year; when their Countries are Frozen for many Months together, or want many times Wind and Weather to perform their Voyages, which was the cauſe that the *Hamburgers* could not conveniently continue their Fiſhing trade, as is alledged.

Having anſwered ſufficiently (as I hope) the two main objections againſt the Fiſhing trade, let us now examine the benefit of it, by the calculation made by the ſaid Gentlemen. Now to ſhew truly, ſaith he, what the charge of a Buſs will be, with all her furniture, as Maſts, Sails, Anchors, Cables, and with all her Fiſhers implements and appurtenances at the firſt provided all new, is a great charge, ſhe being between The whole charge of a Buſs.

thirty and forty Laſt, will coſt five hundred pounds, and may continue twenty years with ſmall coſt and reparations: but the yearly ſlite and wear of her tackle and warropes, with her Nets, will coſt eighty Pounds.

And the whole Charge for the keeping of her at Sea, for the whole Summer or three Voyages, for the filling of a hundred Laſt of Cask or Barrels.

	£		
100 Laſt of Barrels	72	A hundred Laſt of Barrels filled and ſold at 10 pounds the Laſt, is	1000£ 00
For Salt four Months	88		
Beer four Months	42		
For Bread four Months	21		
Bacon and Butter	18	The Charge deducted	335 00
For Peaſe and Billets	6	Gotten	665 00
For mens Wages four Months	88		
	335		

The Profit of one Buſs.

Here (ſaith he) plainly appeareth that there is gotten 665 Pounds in one Summer; whereof, if you deduct 100 Pounds for the wearing of the Ship, and the reparations of her Nets againſt the next Summer, yet ſtill there is 565 £ remaining for clear gains by one Buſs, for one year, rating the Herrings ſold but at ten Pound the Laſt, which is commonly ſold by the Hollanders at *Dantzick* for fifteen and twenty Pounds.

Of a Pink.

The charge of a Pink of eighteen or twenty Laſt, making fifteen Laſt of Barrel Fiſh, he accounted accordingly to coſt 260 £, and the Proviſion and Wages to be for two Months 57 £, and the Laſt ſold at 14 £ 8 *s.* or 24 *s.* the Barrel, there is reſting gain for fifteen Laſt of Barrel-fiſh, 158 £.

He hath noted moreover, that beſides the Hollanders, the Frenchmen of *Picardy* have alſo a hundred Sail of Fiſhermen, only for Herrings, on His Majeſties Seas, every year in the Summer Seaſon, and they are almoſt like Buſſes, but they have not any Gagers to come unto them; but they lade themſelves, and return home twice every year, and find great profit by their making of two Voyages yearly.

Exhortation for the fiſhing Trade.

And hereupon he concludeth with an exhortation to all Noble, Worſhipful, and Wealthy Subjects, to put to their adventuring and helping hands for the ſpeedy launching and floating forward of this great good Common-wealth buſineſs, for the ſtrengthening of His Majeſties Dominions with two principal Pillars, which is, with plenty of Coin, brought in for Fiſh and Herrings from forreign Nations, and alſo for the encreaſing of Mariners againſt all forreign Invaſions, and for the bettering of Trades, and ſetting of thouſands of poor and idle people on work.

But now returning to the lawfulneſs of Fiſhing, wherein we are to obſerve, That albeit Hunting, Hawking, and Fiſhing, be of one kind, as ſubject to a like Law and Liberty, becauſe that any wild Beaſt, Fowl, or Fiſh, being once taken by any Man, commonly it becometh his own proper by the Law of Nations, yet there is a difference between theſe three; and although Hunting and Hawking be almoſt every where lawful, yet Fiſhing is forbidden in other Mens Ponds, Stanks, and Lakes, as comparable to Theft.

Statute Laws of England, Scotland, *and* Ireland, *concerning Fiſhing.*

THe ſeveral Statutes of theſe Kingdoms have eſtabliſhed good Orders concerning the Fiſhing Trade, whereunto relation may be had, containing in ſubſtance the Ordinances to build Ships and Boats, and appointing of certain times for Fiſhing, and then only to Fiſh upon pain, not only of Forfeitures and Fines, but Death alſo, according to the manner of Offence made, and contempt of thoſe Decrees and Ordinances.

Prohibiting (for the encreaſe of Fiſhes) the making, ſetting, and uſing of Crows, Yarrs,

Yarrs, Dams, Ditches, Tramlets, Parkings, Dyking in any Waters where the Sea Ebbs and Flows: and albeit ſome are permitted to lay Nets, and to make Wears, yet muſt he keep the Saturdays ſlop, that is, to lift the ſame from Saturday in the Afternoon until Munday. And he is to make each ſpace or meſh of his Nets three Inches wide, except for taking of Smelts, and other Fiſh which will never be bigger, and the ſame is to be ſet upon the Water, that the mid-ſtream may have the ſpace of ſix Foot wide, upon pain of five Pounds.

The priviledges of Fiſhers.

And concerning the Fiſhers ſafety and priviledges, it is provided, That all Ships Sailing to catch Herrings, ſhall (during the taking of them) let down Sail after day-light is paſt, and let their Anchor fall, and keep Watch with Lanthorn and Light until the day light appear, leaſt otherwiſe the poor Fiſhers ſhould be over-run, and their Nets broken.

It is alſo provided, That Fiſhers ſhall not hurt one another, and the meaſure of their Nets are limited in length and breadth: and alſo that no drag-net be ſet before *March*, nor upon deeper Water than fourteen Fathom.

Alſo that they ſhall be honeſt and true, and not lie to their Neighbours, being asked concerning the length and depth of their Ropes or Tews when they are in driving; neither ſhall they wittingly or willingly ſuffer their Tews to flit and run over one another, under pain of ten Pounds for every offence.

That till Sun-ſet on Sunday, no man lay nor hale Nets or great Lines, or exerciſe any Labour, upon pain as aforeſaid.

Laws of *Scotland* for Fiſhes taken.

And for the encouraging of Fiſhers in the North and Weſt Iſles of *Scotland*, there is a Statute prohibiting all exactions to be taken of them, but only the King's Cuſtom, upon pain to be found a manifeſt Oppreſſor. And concerning Fiſhers and Dealers or Traffickers with Fiſhes, it is alſo ordained, That not only all Fiſh ſlain and taken near the Coaſt of *Scotland* be brought to the Market places, where the taker dwelleth, or the neareſt place thereunto, but alſo all the Fiſhes taken in the North, or Weſt Iſles, or Forts, to be brought directly to the Towns where the Fiſhers dwell, to the end, the Country be firſt ſerved and the Fiſh offered to the Market places, from which none may carry them to pack and pile, but only between the hours of eleven and two in the afternoon, upon pain of forfeiture of the ſame. In which Markets it is lawful to the Provoſt and Bailiffs to ſet down prices, and to compel the Packer and Piller to ſell again for the need of the ſubjects; which being done, they may tranſport the remainder where they will: And if they commit any contempt, then their Fiſh is forfeited, two parts to the King and the third to the Magiſtrate.

Barrelling of Fiſhes

In like manner concerning the barrelling of Fiſhes, it is ordained that the meaſures preſcribed of old ſhall be kept,, namely, each barrel of Herrings, or of white Fiſh, to be of twelve Gallons; and the barrel of Salmon of fourteen Gallons, according to the meaſure of *Hamborough*, upon pain of forfeiture, and five pounds to be levied from the Cooper, and therefore hoop Irons to be made in each Town for the trial and gaging thereof. All which concerneth the Law of Merchants, and the particular knowledge of every one of them.

The fiſhing of New-found-land.

Let us now remember in this place the fiſhing of New-found-land, and the Whale fiſhing, with the Profit and Commodities of the ſame, as they are obſerved by the aforeſaid Captain *Whitebourne*, who affirmed upon his own Knowledge, That the French Biſcains, and Portugals, can make two voyages yearly to New-found-land, with 400 ſayl of Ships, and get thereby an incredible wealth; beſides Engliſh Ships, whereof he ſaith, That in the year P615, there was 250 ſayl of Ships great and ſmall, the Burthens and Tunnage he eſteemed to be one with another 15000 Tuns, at 60 Tuns, and 20 Men and Boys to every one; therein were imployed above 5000 perſons, by whoſe means there was taken by every Ship, above ſix ſcore thouſand Fiſh and five Tuns of Trayn Oyl, which being brought into *England*, *France*, or *Spain*, and ſold after the rate of four pounds for every thouſand of Fiſh, and 120 Fiſhes to the hundred, will amount to ſix ſcore thouſand pounds, which is not above one penny a Fiſh. The Trayn Oyl amounting to 1250 Tuns, at 12 ℔. amounted to 15000 pounds; ſo the total

ſale

ſale was 135 thouſand pounds, omitting to reckon the over prices, which were made and gotten by the ſale thereof in Forrein Countries. The conſideration (that all this and the like wealth procured by Fiſhing, is done by the Labour and Induſtry of men, with exportation of Mony and Exchange, or other Commodities to be commuted or battered for them) is worthy the obſervation, and by the trade of it Monies are to be had plenteouſly, and all Forrain Commodities alſo, to the inriching of Common-weals, where many numbers of people are ſet on work and relieved; as Bakers, Brewers, Coopers, Ship-wrights, and Carpenters, Smiths, Netmakers, Ropemakers, Linemakers, Hoopmakers, Pullymakers, and many other trades to make the neceſſary proviſion of the Fiſhing Voyages; wherein the lame, impotent, and all poor people may have imployment for their maintenance.

Neceſſary points to be conſidered touching the Fiſhing trade.

Touching the Whale Fiſhing, eſpecially in *Green-land*, for the making of Train Oyl; the ſame is much augmented by ſeveral Nations, ſince that the *Biſcayners* and *Bayoneſes* have taught the manner of taking of them, caſting harping Irons into their unwieldy great bodies, when they are on ſhore for want of Water, otherwiſe very nimble in the Seas: For they have a great feeling, and their Fleſh is viſcoſite or Oyly, apt for ſwimming, and as ſoon as the Harping Irons have ſtrucken them, they run towards the bottom above a hundred Fathoms deep, as the Lines (which are faſtened thereunto) will give way. So that ſometimes it will be above two hours before they come up (being ordinarily above twenty foot in length) and then being hoyſed up to the Stern of the Ship, the Fleſh is pared off, and ſwimmeth upon the Seas, and the Rump of the Body is letten fall again, and then the Fleſh boyled, and preſſed, maketh Train Oyle, which yielde good benefit, if the Voyage be not overchaged by expences. For prevention whereof, let us note the proportion for the Victualling of Fifty men for eight Months, of a Ship of 200 Tuns, and caſt Merchants or Fiſhermens account accordingly, for the greater or leſſer number of perſons, or the longer or ſhorter time of Victualling, more or leſs alſo in price, 50 men are 12 ½ Meſſes, being four to a Meſs by diſtribution.

Green-Land fiſhing.

The manner of Whale catching.

A proportion for victualling of Ships.

	℔.	*s.*	*d.*
Bisket a pound *per* day to a man, is 120 Quintals, at 9 *s*	47	16	0
Syder and Beer, one Hogſhead a day, with Cask Iron bound, 12 Tuns, at 50 *s.* and 48 Tuns cask, at 20 *s.* more 25 Tuns of Beer, at 50 *s.* and 35 Tuns Syder, at 50 *s.* is	180	0	0
Water cask new, and Iron bound 10 Tuns, at 45 *s.*	22	10	0
Beef two pound *per* day, is 100 ℔ weight for three days a week, is in all 96 days, and 8500 and 3 quarters, at 26 *s.* the hundred, is	111	0	0
Cask Iron bound, 500 weight in a Hogſhead repacked, and Salt	12	0	0
6000 *New-found-land* Fiſh, at 4 ℔ 10 *s.* with the Cask, is	27	0	0
24 Buſhels of Peaſe, 20 Buſhels of Oat-meal, two Barrels of Oyl	14	12	0
Butter ſix Firkins, Cheeſe ½ ℔ a day, *Aquavitæ* and Vinegar	60	0	0
Candles, Platters, Chirurgions Cheſts, &c.	65	0	0
	539	18	0

Which ſaid ſum of 539 ℔ 18 *s.* amounteth about 28 *s.* a man for every month, beſides the Ships Fraight and mens Wages, which may be agreed upon diverſly. And commonly the Company is permitted to have one third, the Owners of the Ship one third, and the Merchant or Merchandize one third: All other incident charges to be born accordingly between them, whereof Indentures of Covenants are made.

Having reſerved to intreat of this important buſineſs of Fiſhng, in the end of this firſt part of *Lex Mercatoria*, concerning Commodities, which are compared to the Body

Body of Traffick, together with the Sea-Laws obſerved therein, with all other cuſtoms of Commerce: Let us now proceed to the Second part, touching Moneys, being the Soul of Traffick, which in times paſt were noted to be raiſed by the Fiſhing Trade (now ſo much neglected) appertaining to the Kingdoms of *Great Britain* and *Ireland*, as hath been ſhewed, even by original Antiquity. The correſpondence and long entercourſe between the Society of Goldſmiths and Fiſhmongers alludeth hereunto: For St. *Dunſtan* the Biſhop, termed to be the Patron of the Company of Goldſmiths, had no other Elixir or Philoſophers-ſtone than the Gold and Silver which by the benefit of Fiſhing was obtained, whereby the Kingdoms Plate and Bullion was procured: for the advancement of which Fiſhing Trade, he did adviſe, That three Fiſh-days ought to be kept in every Week, which cauſed alſo more abſtinence: and hence the Proverb came, *That St.* Dunſtan *took the Devil by the Noſe with his Pinchers.* Which cuſtom, if it were better obſerved with us, would prove very beneficial to the State and Common-wealth.

The alluſion of St. *Dunſtan.*

The End of the Firſt Part.

THE

The Second Part OF LEX MERCATORIA,

Or the Ancient LAW-MERCHANT:

Concerning Moneys, compared to the Soul of *Traffick* and *Commerce.*

WE have already compared the three Simples or Eſſential parts of Traffick, namely, Commodities, Money, and Exchange of Moneys, unto the Body, Soul, and Spirit; and in our firſt part of *Lex Mercatoria*, treated of Commodities as the Body of Traffick, with the dependences thereupon, as being properly the cauſes of Commerce, with their Effects, Adjuncts, and Accidents; which method we are now alſo to obſerve in this ſecond part of the *Law-Merchant*, concerning Moneys compared to the Soul, which infuſeth Life into Traffick, by the means of Equality and Equity, preventing advantage between Buyers and Sellers. And becauſe Money is made of Metals, whereof we have not ſpoken in the Chapter of the Commodities, whereby Commerce is maintained, here we are to begin with the very Original of Metals and Mines, as a matter worthy the knowledge of Merchants and others.

Pecuaria, non Pecuniaria.

Thebeginning of Moneys.

Publica menſura.

Firſt, we find that when Commodities began much to abound in the World, all manner of Metal, as Gold, Silver, Copper, Tin, Lead, and Iron, grew into greater eſtimation, as being fit and more durable for preſervation; and ſo the pureſt and fineſt Metal moſt eſteemed. At which time the Riches of Men was notwithſtanding deſcribed to conſiſt of Cattle, Commodities, and other Movables; and there was a Commutation of Commodities, as hath been declared, which was found to be very cumberſome, and did require much carriage of Wares up and down, from one Countrey to another; by reaſon whereof Money was deviſed to be Coined, to be the Rule and Square, whereby all other things ſhould receive Eſtimation and Price, and (as it were) become a meaſure whereby the Price of all things might be ſet, to maintain a certain evenhood or equality in buying and ſelling; and the ſame to have its ſtanding valuation only by publick authority, to the end that all things might equally paſs by Trade from one man to another.

Denomination of Money.

Concerning the denomination of Money, it is derived of *Moneta*, which proceedeth *a monendo*, to ſhew you the name of the Prince; *vel nummi notam*, and conſequently the price of the piece of Coin by his Authority made, ſtamped and valued.

Pecus fuit Pecuniæ fundamentum.

Pecunia is derived *a Pecude*, of Cattel, as of Sheep and Oxen, the figure whereof was Coined thereupon, *Nummus, a numerando, vel nomine*, of the name of the Prince ſtamped upon it; and alſo ſo called, *Carolus*, Guildren or Floren; ſo a Ducat, of *Ducatus*, the name of a Duke; and in times paſt, being called *Stipendium*, was *à Stipe & pendo*, before the ſame was Coined with a ſtamp, but made and weighed, being Silver, as the Cicle of the Hebrews.

The Romans, in times paſt, uſed Copper Moneys, calling their Exchequer *Ærarium*. So in *Germany* it is called *Argentarium*, of the Silver, and being kept at *Strasbourg*

bourg, that City is called *Argentina*. The firſt Silver Moneys coyned was the 484 year of the Foundation of *Rome*; and the Coins of Gold was ſixty and two years after that. Since the Foundation of *Rome* until the year of 1622 are 2373 years.

The Sterling Standard of the Moneys of *England* was firſt coined at a place ſo called, by *Osbright*, a Saxon King of *England*, above ſeven hundred years ſince; at which time an ounce of Silver was divided into twenty Pieces, and ſo eſteemed twenty Pence (as who ſhould ſay) ſo many Pieces, which ſo continued by denomination until King *Henry* the ſixth's time, who in regard of the inhancing of Moneys in forreign parts) valued the ſame at thirty Pence. But there was more Pieces made out of the ſaid Ounce, and the former Pieces went for three halfpence until the time of King *Edward* the fourth, and then they were currant for two pence, and the ſaid King did value the ſaid Ounce at 40 Pence; until king *Henry* the eighth did value the Ounce of Sterling Silver at 45 Pence, and ſo continued till King *Edward* the ſixth, and until Queen *Elizabeth* her time, and then the very ſame Piece, or the ſame Penny, was valued at three pence, and ſo did all threepences (coined by the ſaid Queen) weigh but a Penny-weight, and the Sixpence two Penny-weight, and accordingly the Shilling and other Pieces, which made the Ounce to be valued at 60 Pence, or five Shillings, whereof twelve Ounces make the Pound *Troy* weight, which remained divided nevertheleſs in 20 Penny-weight; for the ſaid Ounce, being ſtill the ſame in weight, did retain the ſame name, and 24 Grains alſo for every Penny-weight; and according to the ſaid Pound-weight is the fineneſs of Silver alſo divided: for if it be all pure Silver without any Copper, called Allay, it is juſtly called twelve Ounces fine, becauſe that Pound weighed twelve Ounces, and hath no mixture in it; and ſo every Ounce is conſequently 20 Penny-weight in fineneſs, and every Penny-weight is 24 Grains in fineneſs.

Sterling Standard altered in the valuation.

The Pound Troy divided by weight.

The Pound of Silver divided in Fineneſs.

The fineneſs of Gold is twenty and four Carrats, and every Carrat, is four Grains in fineneſs, and was heretofore accounted two Carrats for an Ounce of Silver. And all monies of Gold and Silver do participate of this fineneſs, according to their ſubſtance which maketh their Standards hereafter, whereby the Sterling Standard containeth eleven Ounces and two Penny weight of fine Silver, and eighteen Penny weight of Copper: And our Angel Gold holdeth 23 Carrats, 3 Grains and one half, and half a Grain of Allay, as ſhall be hereafter more amply declared, together with the proportion between Gold and Silver.

Fineneſs of Gold.

Let us now ſpeak of the properties of Monies in the courſe of Traffique, and make the effects thereof apparent.

The properties of Monies.

The firſt property is, That plenty of Mony maketh generally all things dear, and ſcarcity of Mony maketh generally things good cheap: Whereas particularly Commodities are alſo dear or good cheap, according to plenty or ſcarcity of the Commodities themſelves, and the uſe of them. Mony then (as the blood in the body) containeth the Soul which infuſeth life: for if Mony be wanting, Traffique doth decreaſe, although Commodities be abundant and good cheap: And on the contrary, If Monies be plentiful Commerce increaſeth, although Commodities be ſcarce, and the price thereof is thereby more advanced. Nay, by Mony a Trade is made for the imployment of it both at home and abroad: For thoſe Countries where things are good cheap are deſtitute of Trade, and want Monies; and although things for the belly are good cheap, there is leſs benefit to be made by Merchants.

According to plenty and ſcarcity of Mony then generally Commodities become dear or good cheap, and ſo it came to paſs of late years, that every thing is inhaunced in price, by the abundance of Bullion and Monies which came from the *Weſt-Indies* into *Europe*; which like unto an Ocean hath divided her courſe into ſeveral branches through all Countries, and the Mony it ſelf being already by valuation as aforeſaid, cauſed the Meaſure to be made leſſer, whereby the number did encreaſe to make up the tale, being augmented by denomination from twenty to ſixty, or of thoſe latter years from forty to ſixty.

The Ocean of Monies.

So that plenty of Mony concurring herein made every thing dearer, and eſpecially the Forreign Commodities, as we have noted before; which cauſed ſome men to be of opinion, that our Monies ſhould be more inhanced as it were, ſtriving therein to exceed other Nations: Wherein they are far from the Mark, for if that were done not only all the Forreign Commodities would be dearer, but alſo our home Commodities, howbeit only in name. The like would happen if Monies were by allay of Copper embaſed, as experience hath proved in the time of King *Henry* the Eight, and of later years in the Realm of *Ireland*: So that we ſee the Proverb to be true, *That the unknown diſeaſe putteth out the Phyſitians Eye.* The plenty of Mony required muſt be, not with a conſideration that we have, or may ſeem to have more Mony than in times paſt; but according to the preſent great quantity and abundance of Monies now found in all Countries, which in effect have more proportionable part thereof than *England* hath. Neither was Mony more plentiful when an Ounce of Silver was valued but 20 pence (judging of Mony as we do of Commodities, either dear or good cheap according to the price) for Mony muſt be ſtill the meaſure, and over-ruleth the courſe of Commodities. Howbeit Exchange of Monies is predominant over Commodities and Monies, as ſhall be declared hereafter.

Alteration of Mony alters the price of things.

The ſecond property of Mony, proceeding from the operation of Uſury deviſed thereupon, (whereby the meaſure is ingroſſed and alſo falſified) is, that the rate of Uſury is becom the meaſure whereby all men Trade, Purchaſe, Build, Plant,, or any other ways Bargain, and conſequently all things depending upon the premiſſes, are ruled and governed accordingly, as in the Chapter of Uſury Politique is declared, to the decreaſe of Traffique and Trade.

The Operation of Mony by the rate of Uſury.

The laſt property of Mony is, To have an internal value in ſubſtance, whereupon the Exchanges of Mony are grounded; inſomuch that in Countries where the tranſportation of Mony is prohibited, and Merchants ſtrangers and others are commanded to make their returns in Commodities, or by exchange, if the Monies be baſe, or of Copper, the value in Exchange will be made accordingly, to the utter overthrow ſo all Commerce; for Monies will have ſubſtantial value.

Monies will have ſubſtantial value really.

Thus much for an introduction concerning Monies. Now let us begin from the Original of Metals, and ſo deſcend to the particulars and accidents.

CHAP. I.

Of the Eſſence or Exiſtence of Metals.

ALl Philoſophers, by the light of Nature and long obſervation have determined, That the ſperm or ſeed of all things, created of the four elements, doth in a ſecret manner lowre within the two elements of water and Earth; and that Nature doth continually work to produce perfect things, but is hindred therein by accidental cauſes, which are the begetters of Corruption and Imperfection of all things, whereby we have variety of things which are delectable to the Spirit of Man. Herein they obſerve the operation of the Sun and Moon, and the other Planets and Stars, in the generation of all things which either have a being or exiſtence, as the Elements have; or a being and life, as vegetable Trees or Plants; or a Being, Life, and Senſe, as Beaſts, Birds, and other Living Creatures; or a Being, Life, Senſe, and Reaſon, as Man hath, and all reaſonable Creatures: Which knowledge and Wiſdom, no doubt; the Holy Prophet *Moſes* did learn amongſt the *Egyptians*. But had theſe Philoſophers read the Book of *Moſes*, * of Creation and Generation, they would not have aſcribed the guiding and conducting of all natural things to the two Leaders, namely the Stars and Nature.

Vegetative, Senſitive, and Rational.

Act. 7. 22.

* *Geneſis.*

ture. Hence it proceedeth that amongſt vegetable things (which have a Being and life) they reckon all Metals, which have their beginning from Sulphur and Mercury, *tanquam ex patre & matre*; which meeting and concurring together in the Veins of the earth, do ingender through the heat and quality of the Climat, by an aſſidual concoction, according to the nature of the earth wherein they meet, which being either good and pure, or ſtinking and corrupt, produceth the diverſity of the Metals of Gold, Silver, Copper, Tin, Lead, and Iron, in their ſeveral Natures: And hereupon they have aſſigned them under their diſtinct Planets to be Benevolent or Malevolent; as Lead under *Saturn*, Tin under *Jupiter*, Iron under *Mars*, Gold under *Sol*, Copper under *Venus*, Quick-ſilver under *Mercury*, and Silver under *Luna*. So *Mercury* or Quick-ſilver is one of the ſeven Metals, which being volatile, and by his volubility running with every one, is in nature as they are, either good or evil: And howſoever they have placed Tin under the benevolent Planet *Jupiter*, experience hath proved unto us that Tin is the Poyſon of all Metals. Sulphur is excluded, which they ſay is of two colours, being white and corrupt in the Silver, which therefore falleth away, but red and pure in the Gold, and therefore permanent. The Planets of Metals.

Theſe diverſities of Metals being come to paſs by accidental cauſes, is the cauſe that Art (being Natures Ape by imitation) hath endeavoured to perform that wherein Nature was hindred: Whereupon *Ariſtotle* ſaith, *Facilius eſt deſtruere Accidentale, quam Eſſentiale*: So that the Accidental being deſtroyed, the Eſſential remains, which ſhould be pure.

But this cannot be done without projection of the Elixir or Quinteſſence upon Metals. Hence proceedeth the Study of all the Philoſophers to make their miraculous Stone, which I confeſs is very pleaſant, and full of expectation, when a man ſeeth the true and perfect tranſmutation of Metals, Lead and Iron into Copper, the Ore of Lead into Quick-ſilver or Mercury, with a ſmall charge to a very great profit, as it hath been made for me, until the maker of it died, within three months after he had made almoſt 4000 pound weight, as good as any Natural Mercury could be, and that in ſix weeks time. Tranſmutation of Metals.

To return to our Philoſophers, concerning the Eſſence of Metals, they have been tranſcended in the knowledge thereof, for they ſhew the generation of Sulphur and Mercury in this manner.

The Exhalations of the Earth being cold and dry, and the vapours of the Seas being cold and moiſt, according to their natures aſcending and meeting in a due proportion and equality, and falling upon ſome hilly and mountainous Country, where the influence of the Sun and Moon have continual operation, are the cauſe of generation; or properly from it is Sulphur ingendred, penetrating into the earth where there are veins of water, and there they congeal into Gold or Silver, or into the Ores of Silver, Copper, and all other Metals, participating or holding always ſome little mixture of the beſt, or being in nature better or worſe according to the ſaid accidental cauſes. So that they do attribute the generation to the operation of the influences of the Sun and Moon; where the Book of God ſheweth us the Creation of all things in Heaven and Earth, and the furniture thereof. The earth (being the dry part of the Globe of the World) did appear and was made the third day, containing in it the Ores of all Metals and Minerals; whereas the Sun and Moon were created afterward on the fourth day, whoſe operation was incident to the things created, but not before. In like manner (ſay they) are Diamonds, Rubies, and other precious Stones ingendred, according to the purity of the matter, and the portionable participation of every Element therein: If the Exhalations (being ſubtil) do ſuperabound and prevail over the vapours, then hereof is Sulphur ingendered: And if this ſubtil Exhalation be mixed with the moiſt vapors, and wanteth decoction, as being in a very cold place, it becomes Mercury or Quick-ſilver, which can indure no heat or fire at all. The Eſſence of Sulphur and Mercury. Exhalations. Vapors, &c.

The firſt Metal mentioned in the holy Scripture is Gold, which was found in the River Piſon, running through the Garden of Eden into the Countrey of Havilah, where Gold doth grow, and this was in the Eaſt. According to which obſervation, all the *Gen.* 2. 11. Gold groweth

veins of Mines run from East toward West; with the course of the Sun, as shall be more declared.

Primamateria vel Mercurius Philosophorum.

To this argument appertaineth the Philosophical study of *Prima Materia*, to be found out by experience for the great work of *Lapis Philosophorum*, by the operation of the Sun in seven years. The practice whereof was made about forty years since, by a *German* Doctor of Physick, at *Dantzick* in the East countries (as I have been informed by a friend of mine who was also a Physitian) and was done in this manner, according to the bigness of the body of the Sun, being 166 times bigger than the whole Globe of the Earth and Water, making the circumference of the World. Whereupon he took 166 Vials or Glasses, wherein he did put of all the Ores of Metals and Minerals, and other things which had any Affinity with Minerals, and some of them mixed, and calcined of all them, and closing or nipping up all the Glasses by Fire, he did expose them to the Sun in an eminent place, for and during the said time of 7 years, and found thereby (as it was reported) *Prima Materia*, which was reduced to seven Glasses; howsoever, it was certain that he grew very Rich, and bought above an hundred houses in that City before he died. Which was an occasion that my friend (imitating him) did likewise place not far from *London* seven Glasses, with Calcined Metals and Minerals, upon a house top, against the back of a Chimney, where the repercussion of the Sun did work upon them, which was admirable to behold from six Months to six Months, not only by the Sublimation of Colours, very variable and Celestial, but also of the rare alteration of the Stuff, being somtimes liquid, another time dry, or part of it moist, ascending and descending very strange to behold, as my self have seen divers times from year to year. Some had been there two, three, four, five, and one almost seven years, the colour whereof had been yellow, then white in the superficies, then as black as pitch, afterwards dark red, with Stars of Gold in the upper part of the Glass, and at last of the Colour of Oranges, or Lemons, and the substance almost dry. Many were the questions between him and me, but he was confident that there was the Elixir, howbeit very doubtful that he should never enjoy the same; and it came so to pass, for after a long sickness he died of a burning Ague, and a Gentleman gave a sum of Mony to his Wife for that Glass, whereof I have not heard any thing these seven years. In this Glass he would shew me the working of this Quintessence, according to the description of *Ripley*, who he was assured had the *Lapis*, and so had Fryer *Bacon*, and *Norton* of *Bristol*: *Kelley* had by his saying some little part to make Projection, but it was not of his own making. The charge to make it was little or nothing to speak of, and might be done in seven months, if a man did begin it on the right day. The twelve operations of *Ripley*, he declared unto me were but six, and then it resteth; for, saith he, all Philosophers have darkened the study of this blessed Work, which God hath revealed to a few humble and charitable men. Calcination, Dissolution, and Separation are but one, and so is Conjunction and Putrefaction; likewise Cibation and Fermentation; then followeth Congelation; and at last Multiplication and Projection, which are also but one. For my own part, seeing that no man can be perfect in any one Science, I hold it not amiss for a man to have knowledge in most or in all things: For by this Study of Alchymy, men may attain to many good experiments of Distillations Chymical, Fire-works, and other excellent Observations in Nature; which being far from Merchants profession, I hope shall not give offence to the Reader of this Book, seeing it is but in one Chapter accidentally handled. Neither will I crave pardon of the Muses as it were, insinuating to the world to have a far greater knowledge in these tryals or conclusions. But to satisfy the curiosity of some, that it may be with a gaping mouth expect to understand somwhat of the Stuff put into these Glasses; I may say as I was informed, That in some was the Calcined Ore of Silver and Gold, in some other Mercury Calcined, and Sulphur in some other; Arsnick for the Air, Sulphur for the Fire, Mercury for the Water, and Sea-cole for the Earth, were put all together as the four Elements. In some other Glass was Vitriol and Orpiment, and what more I do not now remember: Concluding, That where Nature giveth Ability, Art giveth Facility.

Lapis Philosophorum.

Ripleys twelve gates.

I have read all the Books of *Paracelſus* that I could find hitherto, and in his Book *De Tranſmutatione Rerum* I do find to this purpoſe the Obſervations following, concurring with my friends opinion concerning *Ripley*'s 12 Diviſions, compriſed into ſix, and the ſeventh is the matter it ſelf, and the labour or working reſteth, wherewith I do end this Chapter, and proceed to the ſurer ground of the Mines of Metals.

Omne quod in Frigore ſolvitur, continet aereum ſpiritum Salis, quem in ſublimatione vel diſtillatione acquirit & aſſumit.

Omne quod in Frigore vel Aere ſolvitur, iterum calore Ignis coagulatur in Pulverem vel Lapidem. Solutio vero Caloris, ſolvit omnia pinguia & omnia Sulphurea: Et quicquid Calor ignis ſolvit, hoc coagulat Frigus in maſſam, & quicquid calor coagulat, hoc ſolvit rurſus Aer & Frigor.

Gradus ad Tranſmutationem ſunt ſeptem.

Calcinatio, Sublimatio, Solutio, Putrefactio, Diſtillatio, Coagulatio, & Tinctura.

Sub gradus Calcinationis comprehenduntur Reverberatio & Cementatio.

Sub Sublimatione, Exaltatio, Elevatio, & Fixatio.

Sub Solutione, Diſſolutio & Reſolutio.

Sub Putrefactione, Digeſtio & Circulatio, qui tranſmutat Colores, ſeparat purum ab impuro: purum ſuperius, impurum inferius.

Sub diſtillatione, Aſcenſio, Lavatio, & Fixatio.

Coagulatio eſt duplex; una Aeris, altera Ignis.

Tinctura tingit totum corpus, & eſt fermentum maſſæ farinaceæ & panis.

Secundum eſt, Quod calidius liqueſcunt, eo celerius, Tinctura tranſcurrit, ſicut Fermentum penetrat, & totam maſſam acetoſitate inficit, &c.

Sequitur Mortificatio & Fixatio Sulphuris, & in Libro de Reſuſcitatione Rerum, Reductio Metallorum in Mercurium vivum.

CAAP. II.

Of Mines Royal.

THe Mines called Royal are only of Gold, Silver, and Copper, of which three Metals Princes have made choice to make their Monies, ſimple or mixed, as ſhall be hereafter declared. But forasmuch as Silver is found in the Lead-Mines, and that the Silver-Mines have their Ores mixt with hard Lead alſo, it hapneth many times that there are great queſtions about theſe Mines, when Princes will claim their intereſt in ſome Lead Mines, becauſe they are rich in Silver, as of late years between Queen *Elizabeth* and the Earl of *Northumberland*, as you may read in Mr. *Plowden*'s Commentary of Book Caſes, where it was adjudged, That if a Mine be found Richer in Silver of more value within the Ore, than of Lead, all charges of the working of both Metals being fully paid, the Prince may claim the ſame to be a Mine Royal: wherein muſt be had great adviſement, ſome Ore in one place being richer than other Ore in another place of the ſame Mine, whereof we may handle in his proper place of other Mines.

Beginning therefore with Gold the moſt precious Metal, let us obſerve, That the ſame is found in Hills, Rivers, and in the Earth, but not mixt in Ore, as Silver, Copper, and other Metals. That which is found in Rivers is the fineſt, as containing leſs corruption, and is all of one goodneſs otherwiſe. There is Maiden Gold, ſo called becauſe it was never in the Fire. Naturally all Gold hath a little Silver in it, as alſo ſome Copper, and coming out of the ground it is ſoft, and doth harden by the Air. Such Gold as hath no need to be refined, but may be uſed according to his fineneſs in works

Gold Mines.

works, or to make Mony, is called *Aurum obriſon* : Such was the Gold which Sir *Bevis Bulmer* Knight brought out of *Scotland*, found in the Sands of the Rivers near to the Gold Mines of *Crayford Moore*, which was above 22 Carrats fine, and better than the *French* Crown Gold. I ſaw ſome 18 Ounces of it which was in big Grains, ſome like peaſe found out by the Shepherds, by whoſe means that place hath been diſcovered in the later time of Queen *Elizabeth*. Some other Gold hath been found out alſo in *Scotland* within a white Spar, wherein it groweth, near the ſuperficies of the Earth, and runs into ſmall veins like pins, fit to be refined by Quick-ſilver from the Spar, becauſe it is as pure Gold as any found in *Africa* or *Barbary*, which we call Angel Gold, holding but half a grain of *Allay*. I have ſeen the like Spar of Gold which was found in *England* in the County of *Lincoln* at *Brickel-hill* neer *Spilsby* by *Lincoln*.

Crayford Moore in *Scotland*.

Brickel Hill in *England*.

But neither this place or any other are lookt into, for the reaſons hereafter declared being right worthy to be regarded with a curious Eye and an induſtrious underſtanding; and conſequently many other, whereof this Monarchy of great *Britain* is really bleſſed, and eſpecially *Scotland*, where much barren ground is: For God in his divine wiſdom doth countervail the ſaid Barrenneſs of the Soil, with the riches contained within the Bowels of the Earth, as in fertile ground with the Corn and Fruits growing upon the ſuperficies thereof: Which may ſerve us for an obſervation, eſpecially where we find Rivers of Water running about the hilly places in dales, which the *Spaniards* did ſo much regard in the *Weſt-Indies*, ſeeking after Mines, that in all places where they found not the ſame, they preſently gave over the ſearch after them.

An obſervation to find out any Mines.

Gold doth come out of many Countries, as out of the Mountains in *Bohemia*, Rivers of *Pannonia* in *Hungary*, out of the Kingdom of *Sweden*, but it is all exhauſted. There was wont to come out of *Spain* of the Rivers and Mountains above twenty thouſand pound weight yearly, which is worth above 800000 pounds Sterling; but there is none found now. In the Iſland of *Santo Domingo* all is exhauſted alſo; and ſo will it be in *Perou*, and the *Weſt-Indies*: It is more like to continue in *Africa* and *Barbary*, becauſe of the Climate, albeit that *Hungary* in *Pannonia* lyeth under fifty and three degrees, and is a colder Climat than ours, and nevertheleſs hath yielded abundance of Gold ſince the year 1527, until the year 1568, as by a certain record appeareth, which was kept thereof. The King of *Spain* was wont to have from *Caſtle de Mina* (upon the Coaſt of *Africa*) about eighty thouſand pounds worth every year, which is now almoſt decreaſed to one half: And all along that Coaſt, the *Hollanders* and the *French* Merchants complain of the ſmall quantity now extant, or there to be found, to make return of their Commodities (Hides and Wax being not ſo plentiful as in times paſt.) Turky is hindred alſo to have ſuch quantity of Gold as in times paſt came out of *Perſia* unto them.

Cold Climates have abounded with Gold.

Of the Gold of Ophir, we hear but a diſcourſe of old obſervation; That *Solomon* had the Gold from that place to beautifie the Temple of *Jeruſalem*, and his Pallace. This is held to be the Iſland of *Sumatra* or *Taprobana*, being the greateſt of all the Oriental Iſlands, and is divided from the firm Land of *Malacca* by a ſtrait and dangerous ſea, by reaſon of many Iſlands and Cliffs that are within it. It lyeth under nine Degrees on the South ſide of the Line, which no doubt is very rich of Mines of Gold, Silver, and Copper. The *Hollanders* did touch there in the firſt Voyage they made for the *Eaſt-Indies*, where the Inhabitants make excellent Braſs Pieces, and are opulent in all things. But I never have yet heard of any Gold brought from thence, neither from the Iſland of *Java Major*, which lyeth right over the Iſland of *Sumatra*, on the South ſide of the *Æquinoctial* Line, which may be, hereafter ſhall appear; for out of all doubt mens Treaſures are hourded up in Gold in many places. It is recorded that *David* left in Gold (beſides Silver) 180 Millions Sterling, according to the Calculation; But *Solomon* left behind him but one tenth part of that, namely eighteen Millions.

Gold of *Ophir*.

The ſcituation of *Sumatra*.

Silver is always found more abundantly, becauſe the number of Silver Mines found in divers Countries, and for that all Lead Mines contain ſome Silver, eſpecially the poor Lead Mines, the Ore whereof yields but ſmall quantity of Lead, either 25 or 30 ℔ weight in one hundred of Ore; and that Silver likewiſe containeth ſome Gold,

Silver Mines.

Gold, found ſometimes to be three or four Ounces in one hundred pound weight, beſides the Copper in the Silver Ore.

The Silver Mines of *Hungary* and *Bohemia*, as alſo *Sweaden*, are drawn out, but do continue in *Germany* (in many places) which have properly the Silver Ore of the Celeſtial Colour, with fine Grains gliſtring like little Stars. In *Saxony* the Mines are Richer: ſo are the Mines of the *Severſtal* Mountains, which have continually yielded ſix or eight thouſand pound weight a year, but are wrought upon at leiſure. *Severſtal* Silver Mines.

The Mines in the *Weſt-Indies* are the principal in quantity of Poor Ore, where many hands make light work. For the King of *Spain* doth divide his grounds by proportion to his Subjects to work for him, allowing them Mony and Quick-Silver to ſeparate the Silver from the droſſy ſubſtance, and they muſt pay him again in Silver after a certain rate; and were it not for the quantity of Ore, the Silver would be very little. For I am aſſured by the information of one *Don Rodrigo de Cordua* of the houſe of *Toledo*, a Knight who had lived in the *Weſt-Indies* many years, and attended the great Mine of *Potoſie*, that the Ore thereof containeth not above 1 ½ ounce of Silver in a hundred: The like was affirmed by a *Portugal* called *Antonio Diaz*, who had dwelt two and thirty years in the ſaid *Weſt-Indies*. I was Interpreter between our Soveraign Lord *James*, and the ſaid *Antonio*, when he made the trial of the Silver Ore of *Scotland* in the Tower of *London* with Quick-Silver before the King, and did inform his Majeſty hereof; as alſo that the beſt Silver Mine that ever was wrought upon in the *Weſt-Indies*, did not contain above eight ounces in one hundred weight. The Mines in *Germany* are far Richer: Some contain thirty and forty Ounces: that is to ſay, by, the mixt mettal Ore, taking of it diſquiſitively, or here and there, for the bloſſom of Silver appearing in ſome branches is finer or better than Sterling, which therefore doth not proportionate the goodneſs of the Mine; whereof more hereafter. Now leaving the Mines of the Earl of *Mansfield*, and others that are in *Tirol* and other places of *Germany*, we muſt not forget to give the due commendation unto the Noble Duke of *Brunſwicke*, that to his loſs did maintain the Silver Mine of the *Wildman* or *Savage*, in his Country, only to ſet the poor people on Work, being indeed but a Mine of courſe Lead, whereof he had great ſtore, heretofore ſix hundred weight of Ore making but one hundred of Lead, and that hundred of Lead hath but 1 ½ Ounce of Silver, whereof his Dollars are made; expreſſing the ſame by the Inſcription, which may very well be aſſumed by many for their Poſy, *Aliis inſerviendo conſumor*, as the candle doth, which by conſumption of it ſelf doth give light unto others. The ſtamp of thoſe Dollars is a *Savage man*, holding a burning candle in one hand, and the trunk of a Tree in the other hand, and the Emperors Arms on the other ſide.

Potoſie Mine of Silver in the *Weſt-Indies*.

Charles Mine in *Miſnia*.

Mines in the Duke of *Brunſwicks* countrey.

I cannot therefore without grief diſcourſe of the Silver Mines of this Monarchy of *Great Britain*, and heartily lament to ſee them lye dead, and buried in oblivion, becauſe I have heretofore ſought to advance the working of them: For it is now about 14 years ſince I cauſed divers workmen to come out of *Saxony*, *Brunſwicke* and other places of *Germany*, at my great charges, to the number of ſeventeen perſons, ſome for the Silver Mines in the Biſhoprick of *Dureſme*, others for the Lead Mines in *Richmond-ſhire* in the County of *York*, ſome for the Allom works there alſo, and ſome for the making of Steel in *Wales*, wherein the noble Lord *Eure* deceaſed, and certain *London* Merchants had undertaken to proceed with me. The action being applauded by a great perſon then in authority, and now deceaſed, who promiſed all the favour that he could do; but he had ſome other privat deſigns herein, as he had alſo in the Silver Ore of *Scotland*, whereof we are now to intreat: Inſomuch that the actions of theſe two Lords were like unto *Phaetons* horſes, for all was ſet into a combuſtion, and the poor men went begging homeward, to our exceeding great loſs of the benefits in expectation, our Mines being richer than thoſe of the *Weſt-Indies*, whereof I have made and cauſed to be made many trials of above twenty ſeveral ſorts of Silver Ores. The two Silver Mines of *Muggleſwike* and *Wardal* at *Dureſme* contain ſix and eight Ounces of Silver in the hundred, which being fallen in, may with a reaſonable charge be brought in working, according to the information which I took of the Inhabitants there

Silver Mines of Great *Britain*.

*Richmond-*Shire.

Silver Mines at *Dureſme*.

Slaithborne Mine in *Lancaſhire.*

there, at which time I did intend to go further into *Lancaſhire* to *Slaithborne* Mine, holding above four Ounces of Silver in the hundred: But being in the Winter time, and the weather very foul, I was diverted, not without diſcontent, becauſe it is the country where my Anceſtors and Parents were born.

Combmartin in *Cornwal.*

The Silver Mine at *Combmartin* in *Cornwal* holdeth ten Ounces in the hundred, where Sir *Bevis Bulmer* did work for a time, which is deep and overflown with Water; but there are divers Branches of that Mine running many Miles off ſpread in the earth, and within theſe two years ſome Ore was ſent me from *Barnſtable* of a Branch of that Mine, lying within one foot and a half of the ſuperficies, which upon divers trials of one pound weight at once, holdeth by computation above ten Ounces of Silver, but little Lead; for every pound did produce above two Penny weight of Silver, and is not difficult in the melting: The party in whoſe ground it is found will not have it touched nor medled with, fearing his grounds ſhall be ſpoiled, and the Mine taken from him, which is known above half a mile of one foot broad. Howſoever, I thought good to remember this for our Poſterity, for there may come a time that induſtrious men ſhall be more regarded.

Mines of Silver by *Barnſtable.*

Silver Mines of *Scotland.*

It were alſo injurious, if I ſhould not remember the Silver Mines of *Scotland*, eſpecially that Mine which lieth in the grounds of Sir *Thomas Hamilton* Knight, Lord Advocate of *Scotland*, within eighteen miles of *Edenborough* towards the Sea ſide, diſcovered in the year 1607, by means of a Collier, as I am informed. In the report of the goodneſs of this Mine hath been very great diverſity, according as they found the Ore of ſeveral veins, as we have noted before; for the bloſſom of Silver Ore, or the ſmall veins, cannot give true direction of the riches of the Mine: Which is the cauſe that the *Spaniards* in the *Weſt-Indies*, having found any vein of a Mine, they will purſue the ſame towards the Eaſt, and ſeek to find out (as it were) the trunk or body of the Tree, which they call *Beta*, ſaying *Es Meneſter ſiempre buſcar la Beta de la mina*, We muſt always ſeek after the body of the Mine; which may be ſometimes three or four foot broad, when the veins are like an arm or finger: And according to the tryal made thereof they give their judgement, not by the tryal of the ſubtile aſſay, but by ſome good quantity, and increaſing their tryals by ſome additaments fit for the nature of the Mettal Ore, as they judge the ſame to be. For all diſeaſes cannot be cured with one remedy in all perſons, although the diſeaſe be alike; ſo may it be ſaid of thoſe that make tryals of Ores of Metals, for ſome tryals did report 80 ℔ of Silver in 100 weight, others 60 ℔, 40 ℔, 35 ℔, and 20 ℔, then it fell into Ounces, which was more reaſonable and natural, as I informed then ſome Privy Councellor, and the ſaid Sir *Bevis Bulmer*, whereupon it pleaſed His Majeſty, and the Lords of the Right honourable Privy Council, to appoint ten Tuns of the ſaid Silver Ore to be brought into the *Tower* of *London*, whereof one Tun of 2000 ℔ weight was indifferently taken and calcined or grinded together, and thereunto were two Tuns of Lead added, commixed, and afterwards Molten by a continual Fire, and Hand-blaſt of four men according as I have noted in writing. And there was a cake of Silver remaining weighing 17½ Ounces, and the extraction out of the Lead was ſome 4 or 5 Ounces more; ſo that it was reported to be 22 Ounces in the 100 weight of Ore, but the charge was great.

A ſingular good obſervation.

Tryal of one Tun of Ore by Sir *Bevis Bulmer.*

There was alſo another Tryal made by *William Beal*, with a far leſſer quantity of Lead, and roaſting the Ore; and by Mr. *Broad* and others, as Mr. *Ruſſel*, who refined the ſame with the flag of Lead; others by lead Ore to ſave charges, and they all found above 22 Ounces of Silver in the 100 weight of Ore. And ſo did Sir *Rich. Martin* Kt. Maſter worker of His Majeſties Mint, lately deceaſed, who delivered unto me at times 20 ℔ weight of the ſaid Ore, grinded, ſhaddered and waſhed, which I did ſend beyond the ſeas unto an expert Mint-maſter, and withal a particular of the manner of tryals which every man had made here; as alſo the tryal made by the Portugal with Quick-ſilver, who found 23 or 24 Ounces; his anſwer was, That upon his firſt tryal he found 42 Ounces, and of the other leſs, and that the Ore was eaſie to be wrought (but not by the means that all thoſe men had uſed) and with little charges; and that the manner to refine with Quick Silver, was good for poor Mines of two or three Ounces, where the ore had

had little or no Lead; and that the commixture of the Mine was very brittle, and Bell-metal, and ſo did all the other refiners affirm. For the old Ore doth look between white and blue for the moſt part, and is like the Bell-metal found in good quantity about *Briſtol*, which is uſed to make ſome kind of Alchymy beyond the Seas, and this muſt be allaid to qualifie the brittleneſs with ſome Mineral, of all which I have made a Record in my Book of Collections.

Colour of the Ore of *Scotland.*

In the month of *Auguſt*, 1608, there came two Ships before the Tower of *London* from *Scotland*, laden with ſome 400 Barrels of this Silver Ore, in weight ſome 100 Tuns lading which were there landed, and delivered unto the Lord *Knivet*, Warden of the Kings Mints, whereof 20 Tuns was taken promiſcuouſly and grinded, and afterwards alſo diſtributed unto divers refiners and others, and the trial of Mr. *Broad* was beſt, who found 28 ounces in the 100 of Ore. Of this quantity Sir *Richard Martin* had 3 Tuns, whereof ſome was ſent to my friend beyond the Seas. *Interim*, theſe trials and concluſions ſo differing, brought the ſaid ore (together with other proceedings) into ſome diſgrace, whereupon (according unto Commiſſion given me) I made an offer to buy the 80 Tuns remaining in the Tower, to a great Perſonage, to give for it 24 pound the Tun, to be tranſported to my friend into *Holland* paying ready Money: time was taken to give me anſwer, and then difficulty was made, for that treaſure was not to be exported unleſs by returning the quantity of Silver by weight; hereupon concluſion was made to bring in ſo much Bullion of Silver or Royals of plate. But when all came to all, with running up and down, and further offering to deal for greater quantities, and to take it in *Scotland*, I was put off with this conſideration, that it was a diſhonor to *England* not to have men of as good experience as any were beyond the Seas, whereby the Kings loſs was 2000*li*, for his Highneſs gave the ſame afterwards unto *James Achinſon* his Graver of the Mint heretofore, who brought the ſame to nothing, being unskilful of the refining of it. And thus are good matters marred in the handling, and Works brought at a ſtay or hindred, as I have before ſet down. There are many rich Mines in *Scotland*, if we compare them to the *Weſt-India* Mines; and in *Wales*, where the Lead Mines are poor, they contain the more Silver, of 1 ½, two and three Ounces in the hundred of Ore, which will not yield above 40 or 44*li* weight of Lead, and the Ore of the Mine which holdeth three Ounces, containeth but 25*li* of Lead. The Mines moſt known are thoſe in *Cardiganſhire* in *Wales*, where Mr. *Hugh Middleton* of *London* Gold-ſmith hath beſtowed very great charges, as he did in bringing the Water-works to the City of *London*; ſo he bringeth now Silver to the Tower to be minted: The Ore being four Ounces in the hundred, or eighty Ounces in the Tun, and the leſs in Lead; for the richer the Ore is in Lead, the poorer it is in Silver. So one hundred of the beſt Ore of Lead will make neer 70*li* of Lead, and holdeth but ½ Ounce of Silver, not worth the charges of refining, as we ſhall declare.

Great quantity of Silver Ore.

Good matters marred in the handling. *Plus Peucer que dire.*

The Lead Mines in *Ireland* do contain more Silver, than theſe in *Darbyſhire* and *Somerſetſhire*, called Peak and Mendip Lead.

The *Saxons*, which were procured to come into *England*, had no more, no nor ſo much experience as our refiners of *London*, for by ſaving of Lead they found leſſer quantity of Silver, and ſo all was given over.

The third ſort of Mines Royal are the Copper Mines, which are found alſo in divers Countries, which are not ſo plentiful in *Hungary*, where the beſt is, as in times paſt, but are very abundant in *Sweden*, howbeit that it is very mean and inferior in goodneſs. There are alſo Copper Mines in *Germany*, and the Duke of *Brunſwicks* Countrey: As alſo certain natural Copperas-waters, wherein they caſt from time to time great quantity of old Iron, which within ſix Weeks or two Months doth tranſmute into Copper. *England* hath divers Copper Mines; at *Keaſwick* neer *Scotland* are made ſome forty Tuns yearly, by certain Germans there inhabiting, it containeth ſome Gold. Some Mines of Copper Ore are found in *Yorkſhire*: And albeit the charge of making one Tun of Copper be commonly 30*li*, yet if ſeven Tun of Copper Ore make one Tun of Copper, it may yield good benefit: For whereas 22 Fires have been uſed, it is brought to 12. I have ſeen excellent Copper Ore of ſome Mines in *Staffordſhire*, in

Copper mines.

Natural water of Copperas.

Staffordshire Copper mines.

the hands of Mr. *Stonewel*, which absolutely is the best Ore that ever was found in *England*, he doth assure me of great store of Ore. It is lamentable that such works should lie dead for want of undertakers, which indeed are discouraged by the great charges. In my opinion, the charge of a Tun of Copper of this goodness of Ore will be made for 15£. There are also good Copper mines in the West parts of *England*, where I have seen good Ore in divers places, which must be rosted, to destroy the Antimony, Arsnick, and other corruptions which are in it.

The working of Copper Ore by Allom and Copperas-water.

A certain Nobleman now deceased was inbarqued in those Western mines, which were promised to be wrought by imbibition of Allom and Copperas-water, and the Ore, after digestion with Rain-water, would make of 6 Tuns, one of Copper: Hereupon for 3000£ by him disbursed, he was offered 18000£. It pleased his Lordship to take my advice, and to conclude the bargain; for when I did calculate the charge of grinding and roasting of the said Ore, the making of the great quantity of Allom-water and Copperas, the consumption of Iron plates decreasing in weight, with all the tubs and utensils, the long time of imbibition, and consequently Work-mens wages, I found the charge to exceed, and that the course of ordinary melting was to be preferr'd; and so experience hath since proved the same, to the great loss of the undertakers: For when works are clogged with immense charges in the beginning, it choketh the benefit ever after, as we shall presently declare. Seeing that profit is the radical moisture of such and the like actions, his Majesty hath been graciously pleased to Incorporate a

The company of Royal mines.

Company of worthy persons for all Royal mines, by Letters Patents, and hath reserved but one 15 part to himself. But there is none of that Company that doth advance any works, that I can learn. I would to God that the mines Royal, or others, would prove to be worth 100000£ yearly, whereby his Highness (according to the ancient Maxim of the Law) might claim his interest, as they say; for it is well known how gracious and bountiful his Majesty is always.

A Spanish million is 300000 pound Sterling.

The great Wealth of the *West-Indies* would not be so admirable unto us, the report whereof is greater than the truth, and the Spanish millions are not Sterling millions; nevertheless let us reckon them with the most, which is 300000£ Sterling: And when the Fleet of the *West-Indies*, and *Nova Espagna*, bringeth eight or nine millions, it is a great matter. And to make this apparent, I have here set down the greatest Treasure that ever came at any one time, which was in the year 1587, as a provision for the great *Armado* then preparing, whereunto great benevolences had been gathered, in regard of the meritorious action, which God, from Invincible, made Invisible. The Register of the Treasure was (with the most) namely,

From *Nova Espagna* and *Terra firme*.

A remembrance of the greatest revenue of the *West-Indies*.

For the King.	For particular persons.
8100 Ingots of Silver.	5 Millions Teasted Silver.
12 Chests with Gold.	1500 Marks of Gold of eight Ounces.
300 thousand Royals of eight.	1500 Marks of Pearls.
20 Cases with Pearls.	1 Chest Emeraulds.
1 Chest with Emeraulds.	
5600 Roves of Cutchenile.	

From *Mexico*.

For the King.	For particular persons.
19000 thousand Peso's of Silver.	2 Millions of Silver.
1100 Marks of Gold.	64 thousand Hides.
	25 thousand £ Indico.

From *Santo Domingo* Island,	13 thousand Kintals of Logwood.
35 thousand Hides.	50 Kintals of Sarsa-Parilla.
900 Chest Sugar of 1000£ weight.	48 Kintals of Cassia fistula.
22 thousand Kintals of Ginger.	64 Roves of Cotton wooll.

All

All the Gold and Silver was valued at 13 millions, and all the Commodities at 3 millions, whereof the King had 12 millions and one half *de claro*, wherewith we conclude this Chapter of the Mines Royal, and are moved to write alſo of other Mines and Minerals, contrary to our firſt intention, but briefly as followeth.

CHAP. III.

Of Mines and Minerals.

THE next in order to be treated of are Tin Mines, which are but few in number in all Countries, and in *Germany* only found ſomewhat plentiful, but the Tin is blackiſh and corrupt: So that our Engliſh Tin in *Devonſhire* and *Cornwall* is the only Tin of all the World, which containeth four Ounces of Gold in a thouſand, whereof there is ſome 12 hundred thouſand made yearly. It hath been ſold for many years at an under value; but his Majeſty hath by way of Pre-emption advanced the price thereof, which belongeth to the Dukes of *Cornwal*, and conſequently to the Noble Prince of *Wales*, *Charles*, Son and Heir apparent to our Soveraign Lord King *James*. This Pre-emption is letten to Farm to certain Merchants, and the Government of the Stanneries, with all the good orders obſerved therein, and the Coinage of Tin to demonſtrate the goodneſs is profitable to the Kingdom, and deſerveth great commendation, as is already noted.

Lead Mines are found in all cold Countries, eſpecially in *Germany* in the Dukedom of *Brunſwick*, but it is black of colour, and until it be refined it is unſerviceable, and conſequently not vendible. The Old Duke had almoſt made a Wall about the City, of the Sows and Pigs of Lead, until our Lead became dear and ſcant, and that an Antwerpian did teach them how to refine their Lead, in taking away the cobble (which is like unto a knot in a piece of Timber) which made the Lead brittle, and by his meanes all the Dukes Lead was ſold in *Italy*, *Spain*, *France*, and other places elſewhere. Lead Mines.

Scotland and *Ireland* have many Lead Mines, containing alſo Silver.

The Lead Mines of *England* are ſcituated in divers places of the Kingdom, but moſt in *Darbyſhire* in the Hills of *Peak*, *Sommerſetſhire*, and *Wales*.

There is great difference in the Ore, as hath been noted. There are alſo many Lead Mines in *Richmondſhire* under the County of *York*, where I went to view them, *Anno* 1606, about *Arkendal* and the new Foreſt, having prepared a long Iron Boare of eighteen foot long for that purpoſe, and there I did obſerve within the compaſs of ten miles, that the ſcituation of *Arkendal* is betwixt two Hills, the one lying North, called *Windike*, and the other South-Weſt called *Molderſey*, adjoyning unto another Hill called *Pouncy*, lying Weſt from *Molderſey*, all belonging unto the King, and by Leaſe unto Sir *John Maillorie* Knight. Deſcription of many Lead Mines in *Yorkſhire*.

There are alſo adjoyning unto it certain other Hills where Lead Mines, as *Swaildale*, where my Lord *Wharton* hath his Works, alſo *Readhurſt*, *Cocka*, and *Fellind*, being Eaſt from *Windike*. The Mines of *Arcandal* have never been wrought to any purpoſe. There are but three ſmelting Cottages, which do feed upon the poor People and Inhabitants thereabouts, which at their leiſure ſeek for Lead Ore upon ſufferance, and bring the ſame to the melting places, where they ſell the ſame for 20 and 24 *s.* a load, giving to the Owners three or four parts in ten, as they can agree, and one tenth to the Parſon or Vicar of the Pariſh or Chappel.

A load of Ore with them is as much as four or five Horſes can conveniently carry, which by computation is ſome thouſand weight, and is alſo delivered by a meaſure

called Load; four of these Loads will make a Fother of Lead of two thousand, their weight being 120℔ to the hundred *London* weight: So one hundred of Lead Ore maketh but 30℔ of Lead; which cometh to pass, for that their manner of melting is by foot blast, and small furnaces with Wood and Charcoal, casting the Ore of Lead between them in small pieces, and so still augmenting their melting, which can yield but little, the heat of the Fire being choaked by the fuel and dross of the Lead, whereas flame is the greatest mean of melting all metalline Ores, which require Furnaces to be made accordingly, where 36 or 4000 may be molten together, they melting 3 or 400.

Foolish manner of melting.

There is no Wood to be had but within two miles, but Sea-coal and Peate is neer hand, which may serve better cheap; for they reckon 7 or 8 *s.* for the charge of a fother for the melting. The Lead being cast into small Pigs of somewhat more than one hundred weight, are brought on Horseback through *Richmond* to *Borrough-bridge*, being about 30 miles distant, and are conveyed by Water to *York* for 2 *s.* the hundred, and from *York* to *Hull* for other 2 *s.* so that a fother of Lead, with all the charges, will not stand in 3℔ and there is a neerer way by *Stockton* on the Sea-side, about 25 miles, which will lessen the said charges.

Iron Mines.

Now we are come to Iron Mines, whereof almost all Countries in *Europe* are provided, which do much differ in goodness, yet may be used according to the several Works whereunto it is imployed; as the *Spanish* Iron serving for blades, and not so good for other things.

England hath great store of Iron Mines, for by computation there are above eight hundred Furnaces. The melting of it by flaming Sea-coal or Scotch-coal saveth a great deal of charges. There are lately found more Iron Mines in *France*, which Iron being made into bars, is Transported into *Guinea*, *Binea*, and other parts upon the Coast of *Africa*, where it hath continually been in great estimation, and now becometh so abundant, that their profit is but small of those Voyages; and so it falls out at this present for the price of Lead.

Steel Stone.

The Iron Stone in *Wales* is found to differ from the Steel Stone, by means whereof a German made good Steel in bars, and also Gad-Steel. But the Patent of Sir *Basil Brooke* for making of Steel did hinder the proceedings therein, and German Steel is best, until of late that a Frenchman (shewing the imperfection of ordinary Steel) caused his Majesty to make void the said Patent, and to grant another for the making of perfect Steel, surpassing in goodness the Steel of all Countries.

So we find that our Iron is best for the casting of Ordnance, and the *Sweden* cast Iron Pieces are brittle, and commonly one in seven will not abide the trial; and of late the broken Pieces of ours are made serviceable for Iron in bars, to be cast again.

Quick-silver Mines.

Mercury or Quick-silver natural is not yet found in *England*, but only in *Germany* in very cold Places: And within these 30 years there are two Mines of Quick-silver discovered in the *West-Indies*, which is a help to the quantity which they yearly buy to refine their Silver Mines.

Sulphur Mines, or Brimstone.

Sulphur and Brimstone being found in divers Countries, cannot be better than we have in some mountains of Wales, from whence I have had divers sorts of Sulphur Earth, or Mine very rich. Some there is also in *Blackemore* and *Basedale* in *Yorkshire*;

Minerals of divers sorts.

as also many other minerals, which my Workmen did shew me, as *Terra sigillata*, Oacre Red and Yellow, Bole Armoniack, *Terra d' Umbra*, Antimony, Sal-niter, Black Lead, Vitriol to be made of Copperas: To say nothing of such things as are made of metals, nor of Salt-peter, which is plentiful.

Alloms are made of stone, slate, and Earth.

And now I cannot omit to treat of the Alloms, whereof in many Countries great store is made; but the best is at *Civita Vecchia* in *Italy*, called Romish Allom; made with small charges, out of a kind of Stone, which yieldeth above the one half of Allom without using any Urine or saltish mixture, as they do in *Germany*, where they have both Red and White Allom at reasonable rates: So they have in many places of the *Straits* at *Constantinople*, *Carthagena*, and other places; *Sweden* and *Poland* are not without it.

In

In *Scotland* and *Ireland* great quantities can be made, had not *England* undertaken ſo much, whereof I have ſet down the Original, progreſs, and continuance concerning thoſe Works at large, the ſubſtance whereof followeth in brief.

Queen *Elizabeth* of Bleſſed memory did, in the Sixth year of Her Reign, grant by Letters Patents unto one *Cornelius de Vos*, the ſole making of Copperas and Alloms within the Realm of *England*, which was aſſigned by him to *James* Lord *Mountjoy*, and being renewed for 21 years, was confirmed unto him by an Act Parliament, by vertue whereof one Mr. *Laue* his Workmaſter made great quantity of Copperas in *Dorſetſhire* and the Iſle of *Purbecke*, and ſome Allom and Copperas was then ſold at 30ℓ the tun, now under 3ℓ.

Afterwards about the year 1604, one Mr. *Atherton* began to practiſe the making of Alloms in *Yorkſhire* about *Gisborough*, which whom Mr. *Bourchier*, now Sir *John Bourchier* Knight, did joyn to bring it to ſome perfection; in hope whereof, and at the ſuit of the ſaid Sir *John*, the King in the Fourth year of His Reign granted certain conditional Letters Patents to the Lord *Sheffield* Preſident of the North, Sir *Thomas Challoner*, Sir *David Fowles*, Knights, and the ſaid Mr. *Bourchier*, for 21 years, for the ſole making of Alloms in *Yorkſhire* only, where (in building of ſeven Houſes, and the utenſils for Working and charges, with other extraordinaries) they were out of purſe in two years ſome 33 thouſand Pounds, and could not proceed any further without bringing in new men, for ſome of the other gave over in time, and would proceed no further, although the Germans were now come which they had ſent for. Hereupon other Letters Patents were obtained for thirty one years for all *England*, *Scotland*, and *Ireland*, without conditions, and then they were out above 40 thouſand Pounds, and no Alloms made to benefit, although the price was raiſed at a certainty, and all Forraign Alloms prohibited to come in. And his Majeſty hath been pleaſed to enter into the ſaid Works and laid out ſo many thouſand Pounds, as is not fitting to be expreſſed. Thus by overcharging the Works in the beginning, are good buſineſſes overthrown; many are the particulars which I have obſerved in Writing concerning theſe Works. But leaving this, I wiſh good ſucceſs therein, for there is Allom Earth enough to continue for ever, and in places Weſtwards as good and better than any is in *Yorkſhire*.

Above Black-Moors.

There are rich Allom Mines in the Iſle of *Wight*.

Now from the Mines of Gold, being fallen to Allom and Copperas, let us end with the Cole-pits or Coal-mines, whereof they make more Account in the North, than of Lead-mines, and yet they are abundant, more than in any Country of the World. In the lower parts of *Germany* about *Acon* and *Cologne* they have great ſtore of Sea-coal, but it doth not cake as our Coals: They melt great quantity of Iron Stone with it, being like unto the Coal in *Nottinghamſhire* or thereabouts, which flameth more like unto the Scotch-coals. To know the goodneſs of the diverſity of our Coals, I have noted in the Fourth Chapter of the Firſt Part of weights and meaſures; and now I am to ſhew how Mines may be wrought to benefit and profit, for the good of Merchants and others.

Coal Mines.

CHAP. IV.

Of the profitable Working of Mines.

PHilip the Second, late King of *Spain*, perceiving that many Blind *Bayards* were over-bold to undertake the Working of his Mines of Silver in the *Weſt-Indies*; and yet conſidering on the one ſide, that without Authority and Priviledge they could not be encouraged thereunto; and on the other ſide, having obtained the ſame for certain allotted grounds unto them, they did hinder other

other men and themſelves proceeded not; did very adviſedly make all his Letters Patents (as we call them) conditional with a proviſo, That if the Patentees did not proceed in the Work, or diſcontinue the Work for two years, the Patent was void of courſe, and upon Certificate made of it, the King made new Grants unto others. If our King were pleaſed to do ſo, many Grants or Leaſes made by the Company of the Mines Royal would be made void, and other men would be encouraged to try their fortunes upon them.

A good Proviſo in Letters Patents for Mines.

The next conſideration in order, concerning Mines, Metallin, and Mineral, is, That the Works in the beginning be not choaked or ſuffocated with extream charges or expences, which doth diſcourage the undertaker and all others, whereby the Works are given over, or means is deviſed to charge Princes Coffers with them. For it is certain, That things do proſper beſt when they are underpropped by Authority it ſelf; which to do in the beginning were more profitable, than when the charges and expences have overburthened them. For prevention whereof, I made a contract for the Lead Mines in the North parts, which being imitated, ſhall cut off all ſuch charges as commonly the Parties do run into in the Working of Mines, upon the conceited benefit which draweth more violently than the Adamant Stone. For as the *Portugal Antonio Diaz* told the King, *Todos los mineros ſon Ricos, porque quando no lo tienen en ſuſtanſia, tienen lo enel animo:* All Miners are rich, for when they have it not in ſubſtance they have it in the mind. The obſervation already noted concerning the running Waters about Mines, muſt not be forgotten. The Contract before mentioned was in this manner: The Mine to be wrought, and the Ore to be divided into five parts. The owner of the ground or the Leſſee, to have one part of the Ore ſhaddered and waſhed ready to be molten, and he to redeliver the ſame in the nature and quality aforeſaid, and to be paid for it every three months, paying for every load twenty Shillings. The Workman in like manner to have another fifth part, and to be paid accordingly every week. The other $\frac{3}{5}$ part to be for the undertakers, and they content the Parſon for his Tythes. By theſe means a man is ſure to have ware for his Money, and then to make Furnaces to melt 36 or 40 hundred at one time, as hath been touched. For to enter into charges before you have good ſtore of Ore above ground, is needleſs: Herein obſerve alſo to Work from Eaſt to Weſt, or from Weſt to Eaſt, unleſs you find the ſcituation of the Mine to be ſuch, that being troubled with the Water, you may make entrances in the lower parts thereof to avoid the ſame. If your Lead do contain Silver, although it were but an Ounce in an hundred, you may Work it to benefit, if you preſerve your Lead by making of an Iron Cap over your Furnance, to be drawn up and down to receive the Vapor of Lead, which falleth down again, whereby the loſs of above 200℔ weight in one Tun, will decreaſe to 80℔ or thereabouts; and if you have vent enough for the *Litargirum*, which is your Lead, as it is caſt up by the foot-blaſt, or otherwiſe being Red to Paint withal, then may you make profitable Work every way. For Copper, obſerve your roaſting, to purge your Antimony and all other corruptions; let not the gliſtering Colour of Marquiſite deceive you, it is but ſmoke and ſcurf. And although Antimony will be the Eldeſt Son of *Sol*, and contend with Sulphur and Mercury, hold him for a Baſtard; the thrift is in ponderous Ore for Copper, and with a reaſonable quantity you may try your Works, before you be at charges in landing of your Ore, and to know how many Fires will be requiſite to make one Tun of Copper, and then land great quantity of Ore, according to our former Contract: If you are not ſure of it, let others bear charges and labour with you, and ſo ſhall you not overcharge the Work, but rather find means to leſſen your charges. The Lead Mines in *Wales*, containing two or three Ounces of Silver, may in mine opinion be wrought to great profit by the means of Quickſilver, being roaſted by reflection of the Fire, and grinded. To the furtherance whereof, I have thought good to ſet down the manner of *Potoſi* Mine in the *Weſt-Indies*, and as the *Portugal* did the Scottiſh Ore; he took to one hundred of the metal prepared, between 12℔ and 15℔ of Quick-ſilver, with Salt and Vinegar, and ſo ſprinkling the ſaid Quick-ſilver through a linnen Cloath, ſtill uſing a reaſonable quantity of Salt (which divideth the Lead from the Silver) and

A Profitable Contract.

Litargirum of Lead,

How to refine Silver by Mercury.

Vinegar

Vinegar, or Strong-water (but that is coſtly) he did leave theſe ſubſtances together 24 or 25 days, every ſecond day ſtirring the ſame with a ſtaff; in which time or leſs, according to the Mineral, the Quick-ſilver doth devour or eat up the Silver, and leaveth all the other commixture: Then, by ſtraining the ſaid Maſs, the Quick-ſilver goes through, and there remaineth a paſt in divers balls, called the Almonds paſt, which, by a Limbeck receiving fire, cauſeth the Quick-ſilver to ſublime, and falling down by the neck into the water, which is in the receiver ſtopped cloſe, taketh his body again in the ſaid water, and the Silver remains pure, which commonly is not above a fourth part of the weight of the ſaid paſt; your Quick-ſilver ſerveth again, and there is not loſt above 6 pound in the hundred of Silver. He ſaid alſo, That having once, two or three months before hand, the Minerals thus prepared or decocted, himſelf and four men could refine ten Tuns of it in a day, which is admirable. But theſe men are like Travellers, which ſometimes may ſpeak an untruth, *Cum gratia & privilegio.* Nevertheleſs, conſidering that *Potoſi* Silver Mine, holding but one ½ Ounce of Silver, is but 30 Ounces the Tun, which at 5 *s.* is but 7*l.* 10 *s.* 0. and the loſs of the Quick-ſilver, and all charges deducted, there will remain but little, unleſs the quantity of Tuns, to be done in a day, ſhould contervail the ſame, to provide yearly againſt the coming of the Fleet, although (as I have ſaid) many hands make light work, and light gains and often do fill the Purſe: And if the Work-men ſhould return one Pound of Silver for every Pound of Quick-ſilver, there would be above ten for one, and they to live by the overplus of it.

To be done by retorts of Earth.

CHAP. V.

Of the nature of Gold, Silver, and Copper, and of the Moneys made thereof.

FRom the tranſcendent contemplative Study of Philoſophers, of vapors and exhalations, to the eſſence of Sulphur and Mercury, generated into Ores of Metals, We have produced Gold, Silver, and Copper to the Mint, to be converted into Moneys. To the which purpoſe let us now examine the nature of them, and, by inverſion, Coin firſt Copper, then Silver, and ſo come to Gold, according to the beginning of Coins made by the Ancient *Romans.* Notwithſtanding that, at our coming to the Mint, we found nothing but Gold Coined, whereupon we do remember the Verſes, which were made at their firſt Coining of Gold:

Æra dabunt olim melius, nunc omen in Auro eſt:
Victaq; conceſſit priſca Moneta nobis.

Such is the quality of fine Gold (by reaſon of the equal proportion of the four Elements therein, that none is predominant over the other) that the fire doth not conſume it, being alſo hot and dry of nature, neither is it ſubject to any other Element; for there is no ruſt or ſcurf that doth diminiſh the goodneſs, or that waſteth the ſubſtance. It doth abide the fretting and liquors of Salt and Vinegar without damage, which weareth any other thing: It needs no fire to be made Gold, as other metals do, for it is Gold ſo ſoon as it is found; it draweth without Wooll, as it were Wooll: It is eaſily ſpred in leaves of marvellous thinneſs; you may adorn or gild any other metal with it; it is not inferior for making of any Veſſels; it colour it reſembles the Celeſtial Bodies; it defileth not the thing it toucheth, as Silver and other metals; it is not ſtinking in ſmell; the ſpirit of it can by art be extracted, and the body (being as red Earth) can never be molten, without the ſpirit be again added thereunto, as it were

The quality of Gold.

Difference between natural and artificial Gold.

were infuſing life: And laſtly, it is medicinable, and maketh glad the Heart of Man, which artificial Gold doth not, neither is it corroſive as this Gold is, ſo that a ſcratch of it will hardly be healed.

But for our purpoſe of Moneys (being ſoft, and only hardned by the air, deaf in ſound, and ponderous in weight) it requireth to make Crown Gold fit for Moneys and works, to have ſome allay of Silver and Copper mixt, which is $\frac{1}{12}$ part: Howbeit, that Moneys are alſo made of fine Gold, wherein (for obſervations ſake) we aſcribe half a grain of Allay in 24 Carrats. It hath alſo, by reaſon of his hot and dry quality, a property, that filling a Cup of Wine to the brim, yet you may put 10 or 15 pieces of Gold Coined into it, by little and little, without ſpilling, as it were apprehending, and claſping the liquid quality of the Wine.

It is held for certain, that the *Salamanders* Wooll, and *Alumen Plumoſum* are not ſubject to Fire, yet are they ſubject to corruption.

Soda bariglia or Maſſacote.

The ſtuff called Soda bariglia, or Maſſacote whereof glaſſes are made (which ſtuff is burnt of certain Sea weeds, as we know, and daily may ſee in the Glaſs-houſes) is not ſubject to Fire, but altogether to the Air: But Gold is permanent. Here now ariſes a queſtion, How it was poſſible that *Archimedes* Geometrical Trial (ſo much celebrated by antiquity) can be ſure ſeeing Gold hath that attractive power to retain ſo many pieces of it in a Cup of Wine? For the King of *Egypt*, being deceived of his Gold-ſmith in the making of two Diadems, or Crowns of Gold (whereof the one contained much Silver) was deſirous to know the falſhood without breaking of them: Whereupon *Archimedes* cauſed two Veſſels to be made of one equal bigneſs, with receivers under them, and cauſed them to be filled brim-full with water, and therein he did put theſe two Crowns aſunder, and gathered up the water very circumſpectly, whereof one of the Veſſels did ſpill more than the other; according unto which, by Arithmetical Proportion grounded upon the Geometrical obſervation, he found out the difference between the quantity and weight of the two waters, and conſequently how much Silver there was put in, in one of the Crowns, in the lieu of Gold, which if they had been both falſified, he could never have found it: For the difference came to be known by the bulk or bigneſs, which cauſed the more ſpilling, and the matter is viſible in ſome meaſure. For I have obſerved by my Inſtrument made for proportions, That the difference in bulk between Gold and Silver, is as five to nine, and between Silver and Copper, as eleven to thirteen; that the body of Copper is bigger than Silver, Lead to Silver, as from fifteen to fourteen. Tin is lighter than Silver, and doth differ from it as nine to thirteen, and from the Gold as ſeven to eighteen. Iron differs from Silver as four to three, and from the Gold as ſix to nine, the body of Gold is leſſer. Quick-ſilver cometh neerer, and differeth as three to four.

Archimedes's Trial. Sixteen pound of Silver did ſpill thirty and ſix, and ſixteen of Gold did ſpill but twenty; and the Crown twenty and four, ſo it was 12 li. Silver, and 4 li. of Gold.

Proportion of Volum for Gold, Silver, and Copper.

But to reſolve the queſtion, we muſt note the diverſity of the intentions which were meer contraries; for the one had an intention to ſpill, and the other to keep it from ſpilling, whereas alſo between the operation of Wine and Water, there may be a difference in this Trial.

Thus much concerning the nature and quality of fine Gold, whereunto Lead comes neereſt for ponderoſity of weight, bignes of Volum, and deafneſs of ſound, as fitteſt for projection.

The quality of Silver.

The nature and quality of Silver, is like unto the Moon, that is, cold and moiſt; the Sulphur of it white and corrupt, and falling away, as you may ſee by drawing lines upon a Paper. Between the Planets *Sol* and *Luna* you have *Venus* the Planet of Copper, to allay the ſame, although *Mercury* be between them, which being fixed, joineth with any metal. Copper doth harden the Silver, and yet as the weaker of the two, is ſooneſt corrupted and conſumed: For it is in metals according to the Proverb, *The weakeſt goeth to the wall*, and the Allay of Copper is done for the preſervation of Silver.

Sicle is half an Ounce of Silver.

The firſt Moneys, or the Sicles of the Hebrews was pure Silver, weighing half an Ounce, which was delivered by weight, and cannot properly be called Money, for there was no print upon it: And being allayed with Copper it hath a ſmell, for the

The quality of Copper.

Sulphur and Antimony of Copper (being red and corrupt) hath a ſtrong ſmell,

ſmell, which may (by heating it) be ſooner diſcerned by rubbing: and howſoever there are many Blaunchers for Copper, the beſt of them all in time will appear in his colour, being not throughly fixed. The nature of Copper is alſo cold and moiſt, and being commixed and augmented with the Calamine Stone and Lead, maketh the yellow Braſs, and encreaſeth the Volume from Eleven to Fifteen, whereas, (as we have ſaid before) between Silver and Copper, it is but Eleven to Thirteen, which cauſeth the Counterfeiters to be encouraged, notwithſtanding the ſmell, and redneſs of the colour: therefore in the Allay of Crown Gold, the Mint-maſters in *France* and *England* do take half Silver and half Copper, which maketh the higher colour of Gold; but in the Low-countreys and *Germany* they take three parts Silver and one part Copper, which maketh the difference between the colour of their Crown and ours, and is the reaſon that our Gold will ſooner wear away than theirs.

Yellow Braſs.

Allay of Gold.

We have already declared the true derivation of Moneys, called by the *Romans Pecunia*, of *Pecus pecudis*, not *Pecus pecoris*; for they coining firſt Copper Moneys, and as it ſhould ſeem the wealth of Man conſiſting moſt in Cattel (as in the time of *Job*) cauſed Oxen, Sheep, and the like Cattel, to be ſtamped upon their Coins of meer Copper, whereof their Exchequer was called *Ærarium*, being then in greater eſtimation: For the proportion or value, in the time of *Numa Pompilius*, was ten of Copper to one of Silver, and ten of Silver to one of Gold; which now by the abundance of Copper is much altered, notwithſtanding the Copper Moneys uſed in all Countreys in ſome reaſonable meaſure. But in *Spain*, being as it were unto us the Fountain of Silver and Gold, there it is uſed immoderately; for they have ſo many Millions of Copper Moneys in four and eight Malvedies, and otherwiſe, and in *Portugal* of Ventenis, Patacois of ſo many Reas, that the half Ryal (which is our three pence) is only of Silver, and all Moneys under it are meer Copper, without any mixture of Silver. This quantity is almoſt incredible; for it is not many years ſince, during the Reign of *Philip* the third, that certain Italians finding fault that his Octavo's and Quartillo's were too big, gave the King ſix Millions of Ducats, to coin them at half the weight within a time limited, and as many as they could utter within that time. *Neceſſitas non habet Legem* is true in ſome reſpects.

Proportion which was between Silver and Copper.

Copper moneys of *Spain* and *Portugal*.

The Venetians alſo coin meer Copper Money: they have Seſſini, which are valued at two Quatrini, and three Quatrini are one half-penny ſterling; for ſix Quatrini are one penny. Bagatini they have alſo, whereof four make one Quatrini, and 24 Bagatini make one Penny Sterling by calculation.

Copper moneys of the Venetians.

In *France* they have Mailles, Petit Deniers, Deniers, Doubles, and Liarts, and in times paſt moſt of theſe had ſome Silver in them; but upon due conſideration that it was ſo much Silver waſted, (becauſe the charge of refining did ſurmount the value, and that theſe moneys did ſerve for the commutation of petty things and trifles) they have ſaved that Silver. The like they have done of all the ſmall moneys in *Germany*; but they cauſe them to be Alkimed like Silver, which is done with Tin and *Sal Armoniack*, after they are Coined; which holdeth fairer a long time than the moneys of Silver allayed with much Copper, being in a manner incorporated with the Copper, and taketh away the ſmell of it. Such are their Hellers, Albs, Hallincke, and the like ſmall Copper moneys.

Of *France*.

Of *Germany*.

In the Low-Countreys they have Duyts, Mites, Negemanckens, Ortkens, whereof four make a Stiver, and five Stivers make Six-pence, which we may well call a Stiver for a Penny Sterling; eight Negemanckens, and 24 Mites for one Penny alſo. In ſome places, as in *Flanders*, the Mite is called Corte; and in the *Walloon* Country Engcuni, and in other places Point, Pite, Poot, being all ſubdiviſions of *Obolus*, or the Half-penny.

Of the Low-countreys.

In *Bohemia*, *Poland*, *Sweden*, *Denmark*, *Eaſt-land*, and many other Kingdoms and States, they have meer Copper-moneys, tedious to deſcribe; likewiſe in *Italy* in their ſeveral Principalities and Dukedoms.

Of many other Kingdoms & States Government.

In *Scotland* they have Turnoners, and Pence and half-pence, in their names, and

Of *Scotland*.

Of *Ireland.* much baſe money of Achiſons, Plackx, Babyes, Nonſuits, and the like. In *Ireland* they had, in Queen *Elizabeth* her time, Half-pence and Pence of Copper, which are moſt of them loſt and conſumed.

Farthing Tokens in *England.* The neceſſity of theſe ſmall moneys did appear here with us in *England*, where every Chandler, Tapſter, Vintner, and others, made Tokens of Lead and Braſs, for Half-pence; and at *Briſtol*, by the late Queens authority, were made of Copper, with a Ship on the one ſide, and C. B. on the other, ſignifying *Civitas Briſtol.* Theſe went currant (for ſmall things) at *Briſtol* and ten miles about. Hereupon it pleaſed our Sovereign Lord the King to approve of the making of a competent quantity of Farthing Tokens, to aboliſh the ſaid Leaden Tokens made in derogation of the King's Prerogative Royal, which Farthing Tokens being made by Engines of meer Copper, in the year 1613, (with certain cautions and limitations) have on the one ſide two Scepters croſſing under one Diadem, in remembrance of the Union between *England* and *Scotland*; and on the other ſide the Harp for *Ireland*, with the deſcription, *Jacobus D. G. Magnæ Brit. Fra. & Hiber. Rex.* And the ſaid Farthing Tokens have not only been found very commodious and neceſſary for petty commutations, but alſo to be a great relief of the poor, and means to encreaſe Charity, without which many of them had periſhed; every man having means to give Alms, even the mechanical Poor to the indigent Poor.

Silver Monies. To come to the Coins of Silver, we have alſo noted that the Romans made but moneys of Silver the 484th year after the Foundation of *Rome*, which was in the 3695th from the beginning of the World, being now about 1900 years ſince; and by ſome Coins and Models extant, the goodneſs of it was ſterling Silver, being above 11 Ounces fine, ſince which time many are the Standards of Silver-moneys made in divers Countreys according to occaſions, both in time of Peace and War, as you may find in the following Chapters, where we have reduced them from the mark-weight unto the Pound-weight *Troy* of 12 Ounces. And concerning the moneys of *England*, of the ſterling Standard, more followeth hereafter.

Gold Monies. The moneys of Gold were but made when the *Romans* had taken great Wealth from all Nations, and was 62 years after their beginning of the making of Silver moneys, and they were of fine Gold. Since which time alſo there have been many Standards made of Gold, and that from about 24 Carrats fine, until Seven Carrats, &c.

CHAP. VI.

Of the Officers of Mints.

THere are divers Officers in all Mints; the principal Officer is the Warden of the Mint; the next is the Mint-maſter; the one to look to the making of moneys compleat, according to the Standards; and the other with his Workmen (called Moniers) to make them. Then there is the Controller, to keep the Contre-books for the Prince and State, to ſee the Bullion received, and the Aſſays made thereof, and the compleat moneys returned for the ſame, weight for weight, paying Coinage money for the ſame, which is done by the Warden, by the ſaid moneys in *ſpecie*, as they were Coined at the firſt. There are commonly two Aſſay-maſters, one Graver and his Deputy; one that keepeth the Irons, to deliver them to the Moniers, or the Provoſt or chief of them, to ſee them every night returned again; then the Sincker, Smith, Porter, and the like in their places; all theſe have Wages for themſelves, or allowances yearly from the Prince or State. The Mint-maſters and the Moniers are payed for every Pound

Pound-weight they make, whereof 30 ℔ weight they call a Journey. The Tellers Office is but uſed in *England*, which the Wardens Deputies execute in other Countreys, to keep a Sheir Book of the pieces contained in the Mark or Pound-weight, although the money be delivered by weight, and not by tale. For although there be, ſuppoſe eight or ten pieces over in 100 ℔ by tale, it doth encourage the bringer in of Bullion; for the exact ſizing is not ſo much to be regarded upon the total in quantity, as upon the equality of weight in Pieces; for it happeneth ſometimes that one Shilling will weigh one Farthing or half-penny more in value by the weight, than another; whereby moneys are culled out and tranſported, and the light pieces remain among his Majeſties Subjects. Gold-ſmiths alſo wanting Bullion, muſt melt ſuch moneys down to make Plate of.

The Sheir-Book of moneys.

The cauſe of culling of money.

The Bullion which is brought in, or forreign Coin either, is always locked up in great Cheſts or incloſed places, under three Keys, namely the Warden's, the Mint-maſter's, and the Controller's, at the days of receits, which are obſerved in the Tower of *London*, Saturdays and Mondays, and then the Officers have their dyet in the place, the one half at the King's charges, and the other half at the Mint-maſter's charges, who is called by ſome Maſter-worker of the Kings moneys, or *Magiſter Operarius*; and between the Warden and him there is commonly emulation and neceſſary diſcord, like unto that which *Cato* uſed amongſt the Servants of his Family, which he did compare to the ſtones of a Vault, which by ſtriving do uphold the Building, and made him to be more quiet and regarded.

Suppoſe now that we are come to the Mint, to ſee moneys made of our Ingots of Gold and Silver, and one of the Aſſay-maſters cometh unto me, and ſaith, Sir, I have read that all things are governed by Number, Weight and Meaſure: what ſay you to fineneſs of Gold and Silver? I do ask him firſt, what he taketh fineneſs to be? He doth anſwer me, That it is a myſtery, and that the ſtudy of it is as intricate as the Tranſubſtantiation of the Papiſts Sacrament, as you may perceive, ſaith he, by the Controverſie between the Warden of the Mint and the Mint-maſter, concerning the Standards of the ſterling moneys of Silver, and the baſe moneys lately made for the Realm of *Ireland*; which is grounded upon the fineneſs of the Bullion reported by trial of the ſubtle Aſſay. Whereunto I do reply, That plain things may be made intricate; for fineneſs of Gold and Silver is properly fine Gold and Silver, and this is known by weight, which I do thus demonſtrate in the Silver for both. *Poſito*, That this piece of Silver is fine Silver, without any mixture of Allay, and weighs one ℔. of 12 Ounces *Troy*; I hope you will call this to be 12 Ounces fine, becauſe it weigheth 12 Ounces, which is the Pound weight and fineneſs alſo: now take away one Ounce of this fine Silver, and put ſo much Copper unto it to melt them down, as maketh up the ſaid Pound again twelve Ounces in weight, you (knowing that there was but 11 Ounces of fine Silver remaining) will make no difficulty to affirm that this is 11 Ounces fine Silver, and one Ounce of Copper in the Pound-weight, and put the ſame to the trial of your ſubtil Aſſay, and you ſhall find it ſo: is there any myſtery in this? And he ſaith No, as I did propound it; and ſo is it if there be more or leſs Allay in the Pound-weight accordingly; for the Pound-weight doth proportionate the whole maſs, Ingot or lump of Bullion, call it what you will, as in the next Chapter of Aſſays ſhall be made more apparent. But (ſaith he) this doth not clear in my underſtanding the buſineſs which is in controverſie between the Warden and the Maſter-worker: for the Copple or Teaſt doth drink in ſome two penny weight of Silver with the Lead, and ſo there is ſo much hid from report; for the Bullion is that which maketh the moneys, and not the Silver of the Aſſay: ſo that the ſaid Silver is finer in every weight two penny weight, in value ſix pence half-penny and the 12th part of an half-penny; which is the cauſe that the Maſter-workman (being ſubtil and cunning) doth put into the melting pot two penny weight of Copper in every pound, whereby he gaineth the weight of ſo much ſterling Silver. Now this gain is the King's, for with his Highneſs money this Bullion is bought of the Subjects. And therefore the Warden doth charge the Mint-maſter's account with two penny weight

Fineneſs of Silver what it is.

Drinking in of the Teſt or Copple.

Two penny weight of Copper put in the Commixture.

Accountcharged with two penny weight of Silver in every pound weight.

of Silver in every Pound-weight, and alloweth the ſame unto the King; for the Mint-maſter is to account by the Melting-book, where this Allay of Copper is entred, according to the Indentures between the King and him. And ſo in the baſe moneys made for *Ireland*, whereof one of Silver maketh four of that moneys, he is charged in account eight penny-weight of Silver for every Pound of Silver Bullion: for the commixture of two Ounces 18 Penny-weight of Silver, and nine Ounces two Penny-weight of Copper, is found to anſwer that Standard of three Ounces fine. And ſo doth eleven Ounces of Silver and one Ounce of Allay anſwer the ſterling Standard. For there is great conſideration to be had in the calculation of the Silver Bullion to the fire, and from the fire: for eleven Ounces from the fire is ſet down for Standard, to paſs according to the indented trial-piece made by the ſworn Officers or Refiners, and Aſſay-maſters thereunto heretofore appointed, whereof my ſelf was one; which indented piece we have commixed accordingly of fine Silver, refined upon a dry Teaſt, and good Copper or Allay; and the ſame we have divided into 3 parts, one part to remain in the Kin'gs Treaſure at *Weſtminſter*, another part with the Warden of the Mint, and the third part with the Mint-maſter, to make the moneys thereby, and all theſe things are done very orderly. There is no reaſon that the Mint-maſter ſhould pocket up this benefit, which cometh almoſt to ten thouſand Pounds, and would have been much more if it had not been ſpied out in time for the King's ſervice. And then he concluded his ſpeech with an affirmation, That he could take the ſaid two penny weight of Silver out of the Copple, which had drank up the ſame, or within a little leſs of it: Whereunto I made him ſuch an Anſwer as I had oftentimes underſtood of the Mint-maſter, and partly of mine own knowledge concerning Aſſays, which I had obſerved and known above 40 years, my Father alſo having been a Mint-maſter; and I told him that all his Allegations as aboveſaid ſhould and could be very well anſwered: for albeit that he had alledged many things concerning the ſtate of the matter in queſtion, I would (according to the courſe of the Common Law) joyn iſſue upon one peremptory point, to be tried by all underſtanding men. To which end I told him, That in *Germany* and the Low-countreys there were certain Officers called the Generals of Mints, which did determine ſuch and the like queſtions and controverſies ariſing between the Wardens and the Mint-maſters, which were men of great knowledge and experience in Mint-affairs, and had from the Prince large ſtipends given them for to attend theſe Mint-buſineſſes when the trials of Pixes, or of the Boxes are made, and the Mint-maſters make their accounts with the Prince. Hereupon the ſaid Aſſay-maſter (according to his courteous behaviour) was very well pleaſed to hear me, as he ſaid, in favour of Juſtice and Truth. And ſo I began to anſwer *gradatim* and articularly as followeth.

Melting book Indentures.

Baſe moneys is eight penny weight in the Pound of the Silver Bullion, Standard ſterling and Iriſh.

From the fire, & to the fire Indented trial Pieces of Silver ſterling & baſe.

Commixture.

Generals of the Mints beyond the Seas.

Drniking up of the Copple admitted.

First, Concerning the drinking up of the Copple; albeit that it appeareth unto me (by certain teſtimonials made beyond the Seas, by Generals, Wardens, Mint-maſters and Aſſay-maſters) that if a Copple or Teaſt be well made it drinketh not up any Silver at all; yet I will admit that it doth ſo, becauſe you are ſo confident that you can take it out of the Copple, or the moſt part of it, and ſo I will proceed.

Two penny-weight of Copper acknowledged to be put in.

Waſte of copper countervails the copper put in.

Unequal proportion.

Secondly, I do acknowledge that there is two Penny-weight of Copper put into the melting pot, as you ſay, for it is commixed at twenty Penny-weight, which is a full Ounce, where the Standard requireth but 18 Penny-weight; but this is done to countervail the waſte of Copper, which cometh by the melting of Bullion, re-melting of the Brocage and Scizil, and by working, hammering, often nealing and blanching of the moneys, whereby the moneys grow better in fineneſs than they were at the firſt melting, becauſe ſo much and more Copper doth waſte; and can it waſte leſs than ten Ounces in 100 weight? No ſurely; which is the cauſe that the red book in the Exchequer for Mint-affairs admitted this two penny-weight for Waſte, which is but ten Ounces in the hundred. And to ſay that this two penny-weight of Silver is the cauſe that the Mint-maſter putteth in two penny-weight of Copper, it carrieth not any proportion to put one for one, when the mixture of the Standard is eleven for one. But you reply unto me, That the Mint-maſter is to bear all Waſtes, and there-

therefore muſt anſwer the ſame, and be charged in account for it. I anſwer, That the Accounts of all Mints are made only upon the fineneſs of moneys by their weights, and that it was never otherwiſe uſed in *England* until this day; and if the Warden will bring a new manner of account than ever hath been taken according to the Lieger-book of the Mint, and the Controllers Book, then the Mint-maſter is to be charged with every thing in his proper nature, Silver for Silver, and Copper for Copper; otherwiſe it were better for him not to put in any Copper, than to be made to anſwer Silver for it. But the Mint-maſter muſt hold as well his Allay as his fine Silver, according to the Statute 2. *H.* 6. *cap.* 2. and in doing otherwiſe, by not putting in of this two Penny-weight of Copper, the moneys would be too fine, and the Maſter might incur fine and ranſom. Therefore all Mint-maſters do work according to their remedies, and they do bear all Waſtes incident and caſual, as if ſome Ingots were falſified with Copper within, as hath been found at the Mint, the Mint-maſter muſt bear the adventure of it; for Princes will be at a certainty. Which is the cauſe that the Mint-maſters may commix at their pleaſure thus far, as the 16th Article of the Indenture declareth, That every Pound-weight *Troy* ſhall be in ſuch ſort commixed and melted down, that at the caſting out of the ſame into Ingots, it ſhall be and hold 11 Ounces two penny-weight of fine Silver, and 18 penny-weight of Allay, every ℔. containing 12 Ounces, every Ounce 20 penny-weight, and every penny-weight 24 grains, according to the computation of the ℔. weight *Troy* of *England*, which 11 Ounces 2 Penny-weight of fine Silver, and 18 Penny-weight of Allay in the ℔. weight *Troy* aforeſaid, is the old right Standard of the moneys of Silver of *England*: and (that the commixture of the Mint-maſter hath been done accordingly, ſo that it was found ſo at the caſting out) you beſt know what made the Aſſays thereof from time to time. As for your Melting-book where the Allay is entred, if you will charge the Mint-maſter thereby, let it be done diſtinctly for Silver or Copper, or Allay in his proper nature, as is ſaid before, and then the Controverſie is ended. Now let us come to the Standard of the baſe moneys made for *Ireland*; I am ſure there is not two Penny-weight of copper put in, as in the Sterling Standard; but there is two Penny-weight of Silver by computation taken out, in every quarter of a pound of Silver, which as you ſay is 8 Penny-weight of Silver in the ℔. weight, why ſhould the Mint-maſters Account be charged with this, where Silver by the diviſion of the proportion is taken out, and two Ounces 18 penny-weight are taken for three Ounces from the fire, as the Indenture declareth? Shall a Mint-maſter commix and melt by preſcription, or ſuffer other men to melt it for him, and yet be made to anſwer for the fineneſs of moneys according to an indented trial-piece made of refined fine Silver (as you ſay) and receive neither ſilver anſwerable in fineneſs, nor the quantity which he ought to have allowed him according to the Standard? I am ſure that in the making of theſe moneys there hath been above 40 Ounces of Copper waſted in 100 weight of the moneys made thereof, whereby the Bullion is grown finer, that is to ſay, theſe 40 Ounces of Copper being waſted, have left the Silver behind, wherewith they were commixt at the firſt, and ſo is the ſaid whole maſs or Bullion ſo much finer and richer in the proportion, which Arithmetical diſtribution doth demonſtrate unto me, and in this Ingot of courſe Silver may prove it unto you; let us ſuppoſe it weigheth 16 ℔. and containeth 4 ℔. of Silver and 12 ℔. of Copper, and ſo may we ſay it is the fourth part Silver; if this Ingot now ſhould be made to decreaſe or diminiſh 4 ℔. of Copper, and ſo it ſhould weigh but 12 ℔. and therein ſtill contain all the 4 ℔. in Silver; may we not juſtly call this to be richer, and ſay it is one third part of Silver? and yet there is no more Silver than before; and this we call grown in fineneſs by the decreaſe of the maſs or proportion; and ſo two Ounces 18 Penny-weight of Silver, commixed with 9 Ounces two Penny-weight of Copper made into moneys, becomes to be 3 Ounces fine, by the melting of the Bullion, remelting of Brocage and Scizil, and by the working, hammering, often nealing and blanching, which always in baſe moneys is very great, as experience hath proved; call you this pocketing up of almoſt 10000 pounds? Well, I am content to joyn my iſſue hereupon, and to prove that the Mint-maſter hath not pocketed

All accounts are taken upon the Fine matter only.

Allay to be kept.

Hazard of Mint-maſters.

The Indenture of *Eliz. Reg.* xliij.

The old right ſterling Standard.

Silver taken out by diviſion of the Standard of baſe moneys.

Great waſte of Copper.

Demonſtration Arithmetical.

How Silver doth encreaſe in fineneſs.

pocketed up any benefit or gain at all by this fineneſs of Silver hid and unreported in the Bullion, but that he hath been a loſer of ſo much as hath been taken from him, by making him to anſwer Silver for Copper. The commixture of theſe two Standards are contraries, and contraries to work all one effect is ſtrange unto me. With that he deſired me to go with him to the Aſſay-houſe, to ſee the Aſſays made of our Silver and Gold, and there to end our diſcourſe, whereof he ſeemed unto me to be very deſirous.

About 9000 Pounds.

CAAP. VII.

Of the Aſſays of Bullion and Monies.

COming to the Aſſay-houſe, there we found divers Gentlemen deſirous to ſee the manner of making of Aſſays of Gold and Silver, as alſo divers Goldſmiths which brought ſome Ingots of Gold, but no Silver at all; and here we were all courteouſly welcome, and our diſcourſe was interrupted, and the Aſſay-maſter deſired me to have patience until his buſineſs were ended with the Goldſmiths, and ſo he would make the Aſſays of our Silver firſt, and then come to the making of our Gold Aſſay, which he would firſt teaſt before he ſhould put any proportion of it to the trial of Strong-water. The little Furnaces were fired, and the Aſſay-maſter took four Copples or Teaſts, which are made of Bone Aſhes, and put them in the Furnace quater corner wiſe, with the bottoms upwards, and ſo let them remain almoſt an hour, until he had made an end with the Goldſmiths Aſſays, to the end they ſhould be throughly dry, to avoid the ſpringing of the Silver; and then he did turn them upwards, and ſo cutting off ſome Silver of our Ingots on both ſides, he did beat the ſame very thin with a Hammer, and weighing juſtly the quantity of fifteen Grains, he divided the ſame by even portion of weight into half, and thereunto he took five times ſo much in thin purged Lead, and winding or involving the Silver therein, he did put the ſame upon the ſeveral Copples, two to two, and upon the other two he did firſt put the Lead, and the Silver afterwards when the Lead was molten, making no great difference in this: then with Coles he did ſtop the Furnace indifferently, neither too hot nor too cold, until it began to drive, and then he made it hotter, and finding it to appear bright, he brought the Copples one after another to the mouth of the Furnace, there he let them ſmoke a little, holding them out and in before he took them out: then taking off this Silver, he weighed them one againſt another, and found them alike, whereby he knew his Aſſay was well made; and then he weighed them both together, and what they weighed leſs than before, was Copper waſted; and he reported our Silver to be eleven Ounces and four Penny-weight fine, by the true proportion of the pound weight, which is to be taken accordingly in the whole Ingot, weighing ſome forty Pound weight; ſo that every Pound of it did contain eleven Ounces four Penny-weight of fine Silver, and ſixteen Penny-weight of Copper, making together twelve Ounces for the Pound *Troy* weight; and ſo is fineneſs known by weight, and is properly fine Silver as aforeſaid. Hereupon I did ask him, whether the Copple had drank up ſome little quantity of Silver, which might amount to two Penny-weight in the Pound weight of Sterling Silver, by the computation of Silver of ſeveral fineneſs? and he anſwered me, It had without all doubt. The other Silver Aſſay he reported to be but eleven Ounces fine.

How to make the Aſſays of Silver.

After this, he took in like manner fifteen Grains of our Ingot of Gold, and putting the ſame to the teaſt as aforeſaid, to purge the Copper (which he did with a hotter fire) he beat the Gold with a Hammer, very thin, that he could wind it upon a little ſtick round, to make it go through the neck of the Glaſs, and to work the better: and here-

To make the Aſſays of Gold.

hereunto he took 20 Grains of very fine Silver in like manner, and put them all together into the Vial or Glaſs, and hereupon he did pour ſome ſtrong-water, and put the ſame upon Coles, and there it did ſmoke and ſtand until it did ſmoke no more, and then it had wrought and ſeparated the Silver from the Gold, which remained whole, and the Silver was turned into Water: then he did pour out that Water into another Glaſs with rain-water, which divided your Silver from the ſtrong-water again, and weighed the Gold again, reporting the ſame to be 23 Carrats fine, by the calculation upon the ballance of his ſubtle Aſſay; and then we went up to deliver our Silver and Gold to the Warden of the Mint, whereof entry was made in divers and ſeveral books of the Warden, Controller, Mint-maſter, and Aſſay-maſter; and the Mint-maſter did deliver Bills of the weight and fineneſs thereof under his hand to the Warden of the Mint, where we ſtayed to ſee our Silver molten and caſt into Ingots, for to be delivered to the Moniers, to ſheir the ſame by weight into ſmall pieces for 12 pences and 6 pences; for it was allayed according to the ſterling Standard, and the Aſſay-maſter made another Aſſay, called the Pot Aſſay, and found the ſame to be ſtandard, whereupon we took our leave, and departed. And here alſo he affirmed unto me, That the Copple had drank in the like ſmall proportion of Silver. The next Week following I went to receive my ſatisfaction in coined moneys, which were brought up to the Warden, and he peruſed them, whether they were well coined without cracks or flaws, and as the Moniers brought them up in Trays, he took out ſome pieces not well made, and cut them aſunder with a Sheir, and ſome pieces he weighed, and then took ſome other pieces, and put them through a hole into a Box kept under ſeveral Keys, and ſome pieces he delivered to the Aſſay-maſter to make trial of. And after I had received my mony by weight for weight of my Bullion, I went to the Aſſay-maſter, and ſaw him make an Aſſay of the ſaid moneys in like manner as the other, with five parts of Lead; and hereupon I took occaſion to ask him, whether the laſt and ſupreme Trial of the moneys (which was made commonly once a year before the Lords at the Star-chamber) was done in like manner? and he anſwered me, it was, and withal he deſired me to reſolve the queſtion between the Warden and the Mint-maſter, concerning the two-penny weight of Silver, hid from report (as it is ſuppoſed) according to our former Conference? I told him, That according to the iſſue joined between him and me, That the Mint-maſter had not Pocketed up any ſuch two penny weight of Silver (as his account was charged withal) I would make that plain by demonſtration, which he ſaid was his deſire; whereupon I framed my anſwer as followeth.

To divide ſilver from ſtrong-water.

The Pot-aſſay.

Aſſay of Moneys.

Trial of the Pix.

I make no doubt (Sir) but you have marked my obſervations of the four ſeveral Aſſays made concerning Bullion and Money, namely, the firſt of the Ingot, before melting, the ſecond of the Pot-aſſay, after melting, the third of the moneys compleat made thereof, and the fourth of the ſupream trial of moneys at the Star-chamber, as it were before the King and his Council; all which being done in manner alike, you have from time to time told me, that their operation or effect was alſo alike: for trial of the Ingot, there the Copple had drunk in two penny weight of Silver: for the Pot-aſſay, there two penny weight was drank in alſo; the Aſſay made of the compleat money hath drank in the like two penny weight: and laſtly the higheſt trial of all hath drank in the like two penny weight of Silver; how can it then be Pocketed up by the Mint-maſter, when it was in the Bullion, remaining in the Pot, found in the moneys, and confirmed to be ſo by the ſupreameſt trial? and why ſhould the Mint-maſters Account be charged either with an imaginary or ſubſtantial thing, which he never had or enjoyed? To this the Aſſay-maſter anſwering rather by ſigns than words, ſaid, it was otherwiſe taken and underſtood, and himſelf took now better notice of it, and wiſhed that truth might prevail, according to the ſaying, *Magna eſt veritas, prævalet, prævaluit, & prævalebit*; and ſo ended our ſuppoſed diſcourſe.

Four Aſſays of Bullion and mony.

A tacit reſolution.

Now let us come to the myſteries of the Mints beyond the Seas, to recompence them that might take offence at diſcuſſing the premiſſes; and let us be like *Nathaniel*, in whom there was no guile, *Qui vadit planè, vadit ſanè*; howbeit diſcretion is requiſit;

ſit. The Aſſays beyond the Seas are moſt made according to the proportion of the mark, which is 8 Ounces *Troy*; and they take 20 Grains to make their Aſſays by, which is correſpondent with our 15 Grains; for they divide their Engliſh or Penny- weight in 32 Aſſes or Grains, which from 24 to 32 differeth one third part; ſo is 15 unto 20 alſo a third part. For this mark-weight of 8 Ounces is two fold, the one is called Engliſh weight, and the other French weight, in the Low-countreys. But the Engliſh weight is moſt uſed, which is divided into 8 Ounces, every Ounce 20 Engliſh or Penny-weight, and every Engliſh 32 Grains, as aforeſaid, is 5120 Grains to the mark. This mark and an half maketh within a little our 12 Ounces *Troy*, for the Pound-weight, being in Grains 7680.

32 Grains beyond the Seas is more than 24 Grains with us.

Engliſh Mark.

French Mark.

The French weight called Penny-weight is alſo 8 Ounces, every Ounce 24 Penny-weight, and every Penny-weight 24 Grains, is 6912 Grains for the 12 Ounces, or 4608 Grains for the 8 Ounces. Theſe Grains are alſo divided in 24 Garobes or Primes, and the Primes in 24 Seconds, and the Seconds in 24 Tercies or Malloquen, which is ſuperfluous: notwithſtanding all the ſaid weights and diviſions to make Aſſays, they uſe another weight, which every man maketh according to his fancy; but moſt commonly they will divide the mark in 12 Deniers or Pence, and the Penny into 24 Grains, and then Grains ſubdivided of Paper, maketh $\frac{1}{8}$ $\frac{1}{16}$ and $\frac{1}{32}$ part of a Grain, which concurreth neareſt with our Aſſay-weight; for if one pound of Silver do contain $\frac{1}{12}$ part Copper, they call this eleven Deniers fine, as we ſay 11 Ounces fine.

Aſſay weight.

For the Gold likewiſe they do uſe the ſame weight, accounting for every Denier or Penny-weight two Carrats; ſo 24 Carrats for 12 Deniers or Ounces, and conſequently 11 Deniers is 22 Carrats, *&c.* So the Gold mark is 24 Carrats, a Carrat is 12 Grains, ſo 288 in the mark. So the Silver mark of 12 Deniers of 24 Grains, are 288 Grains alſo, which are bigger Grains, divided into four Primes or Siliqua's, is 1152.

Gold Mark.

Silver Mark.

They uſe alſo a manner of ſpeech, to ſay, Twelve ſhillings to the mark pound, every ſhilling twelve pence, and every penny 24 Grains, is 3456 Grains in the mark; all which is done to make the knowledge of theſe things intricate. In like manner for the ſheiring of the moneys, they will for every piece make a Penny, as if there be made 78 pieces out of a mark, they will ſay it holdeth ſix ſhillings and ſix pence in the ſheir, or for 62 pieces five ſhillings two pence, and ſo obſcure things to take advantage upon others. For the Mint-maſters of the Low-countreys and *Germany* are very experienced in Mint affairs, and the Aſſays being made upon the Grains, may deceive much, if by trial the Calculation be not rightly made. And if the ſaid Mint-maſters were not ſubtil, yet the Generals, which follow the Prince or State, do nothing elſe but ſtudy theſe things always; therefore let us obſerve more particulars of their proceedings, as followeth.

Mark Pound.

Sheir moneys.

In the making of Coins of Gold and Silver, they will uſe many times to make pieces of fine Gold and courſer Gold, as the Imperial Royal, and the half Royal; the one 23 Carrats 3 $\frac{1}{2}$ Grains, and the other but 18 Carrats, or the *Flanders* Crown of 22 Carrats. In *Germany* the Ducat and the Golden Guildern, which for works being mixed are ſerviceable, admitting by connivance the melting of the money, rather than for want of it Bullion ſhould not be brought to their Mints, therefore they alſo take little for the Coinage, becauſe it ſhould ſooner come unto them than unto other Minters, where the Coinage and Seigniorage is great. And albeit the ſame be but ſmall, yet will they find means to make other Princes pay the ſame, and cauſe other moneys to be made for tranſportation, eſpecially for the Eaſt-Countreys, to buy Corn, to bring the ſame to their Magazines, whereby Trade is encreaſed, and *Spain* and *Portugal* ſupplieth the ſame, by ſuffering moneys to be alſo tranſported in the return of Corn, whereby Cuſtoms do alſo augment. The Box for moneys is kept under three ſeveral Keys or Locks, by the Warden, Mint-maſter, and Comptroller; wherein the Warden taketh of every journey of work, one, two, or more pieces, according to his inſtruction, to make the laſt trial by before the Lords or Eſtates. The

Moneys made for tranſportation.

Mint-

Mint-masters have some remedies allowed them for the making of Monies, either for being too feeble and under the Standard, or for being better and above the Standard. And hereupon they always work by commixing it accordingly, whereof they have an absolute power, wherewith neither the Warden nor the Comptroller are to meddle; For Princes and States will not be upon uncertainties with the Mint-master, for he must bear all casualties upon their remedies; with certain cautions, That if it be above the said remedies, and feebler one half penny weight, he pays double; and for the double of that, quadruple; and if it be above that, he is subject over and above to punishment. Remedies for Mint-masters.

When the tryal of the Box is made, if there be quantity of Coyn to avoid the multiplicity of assays, motion is made to the Master, whether by one mark indifferently taken of every *species* of Coyn, he will be concluded for the whole quantity of the work, whereunto condescending, the marks are weighed out accordingly, and the pieces are told, and the assay is thereupon made, and the total work is reported to be accordingly. The like is done in *England*, observing the work by the privy mark of the Rose, Mallet, Cross or any other, which is recorded in the Exchequer upon the said trials of the Pixes. Privy mark of Monies.

The Assay-masters receiving Bullion of ten or eleven Ounces fine, make their assays with five parts of Lead, if it be of six or seven Ounces they will take eight parts of Lead, if 3 or 4 Ounces, then 15 parts of Lead, and if under they will take 20 parts of Lead: But this lead is first to be purged, because all lead holdeth some little Silver and Gold as hath been noted. So for Gold (if need be) more strong-water may be added, which may serve once again for Trial. Lead for the tryal of Silver Assays.

Their strong-water called *Aqua fortis*, is made two parts calcined Vitriol, one part Salniter, and half a part of Allom calcined and distilled as the manner is: But for Gold they use *Aqua Regis*, which hath the same proportion as abovesaid, but there is one fourth of a part of Salt Armoniack added thereunto; and upon their trials they use to report half a Grain for the Masters benefit, which must needs be a Grain where fractions are not used in cipher, especially with us, for there is for Silver nothing reported above twelve Grains, which is the half penny weight, which is done to have the accounts clearer; and withal, there is no Bullion received in the Mint under 9 Ounces fine, whereas beyond the Seas (though it be never so base) it is received, and the rules of calculation are easie and brief; which to avoid prolixity I do here omit. *Aqua Fortis.* *Aqua Regis.* Base Bullion.

In the Melting of Gold, observe to melt the same first before you put your Silver allay unto it, and let the finest Gold lye upwards in the Crubcise or Pot, to have less waste and better mixing, for the finest Gold is heaviest and seeketh the Center; let no wind come to your melting Pot or Crucible for fear of breaking, and take fine Silver for your allay, wherein there is neither Lead, nor Brass, or Laten, which maketh your Gold brittle, and bringeth a loss to make the same malliable, albeit to make it tough is no charge. For take but an old Shoe, and cut the same into small pieces, and put the same into your Crucible, and stop it up with a cover, let it stand upon the fire, and it taketh away the eagerness of Brass: Even as a hot brown loaf of bread cut asunder and clapt over the bom-hole of Hogshead of Wine (tasting of the cask) will cure the same of his fowl taste. Observations for melting of Gold.

Gold-smiths are appointed to work Gold of 22 Carrats fine, but by the tryal is made by the touch-stone only, with an observation of the rubbing-strokes upon it to be alike and of the same strength, which is worthy the observation, for otherwise you can give no true judgment. There is also an easie scaling of Gold to be made to fall from the Silver, as it was laid on by the means of Quicksilver. Trial of the Touch-stone.

To take the figure or Print of a piece of Coin, take Lampblack and Vernice, such as the Painters use; annoint the Coin with it, put your paper on Lead and print thereon. To take the figure of Coin.

To refine Gold with Cementation without Strong-water, which is costly.

TAke eight pound of *Flanders* Tiles, three Mark Copperas, 1 ½ Mark, Allom ¼ of a Mark of Salt, and two Ounces Saltpeter; all being mingled and calcined together, take a great Crucible, put this Cement one finger thick in the bottom, then

The Coin remaineth with the print whole.

lay ſome of your Gold beaten thin (or if it be golden coin) upon it, and then of your Cement again upon that, and thereupon Gold again, which the Alchymiſts call *Stratum ſuper ſtratum*, and cover your Crucible with Tiles leaving a little hole: Then begin *Lento igne*, and afterwards with a great Fire let it ſtand four, five, or more hours, and all the Allay will be in the Cement; to take the Silver out of the Cement, take four Marks Cement, and three Mark Potters Lead; two Mark of Tiles, four Ounces of Dode *cum*, four Ounces Saltpeter, and do as before: Or elſe you may take out the Silver by Quickſilver, as I have declared in the former Chapters.

Blanching of Silver.

To blaunch Silver in a Baſin of Red Copper, which muſt be done before it be Coyned; take four Gallons of Rain-water, two Mark of Red Tartar or Argal, and one Mark Salt, caſt your Plates (being red hot therein) and ſtir the ſame, as you did before in the diſſolution, until you find the ſame white enough; and after it is Coyned then you muſt colour it, putting the ſame into great trays, and with water ſprinkling them until they be moiſt, but not wet; then put the colour upon it, toſſing and tumbling them, and being put into a Melting Pot, let them be red hot, and then caſt them into water. To make this colour, take to twenty pound weight of Mony, three Ounces of Salt Armoniack, two Ounces Saltpeter, half an Ounce Verdegreis, and half an Ounce Copperas, calcine them together for that purpoſe, *&c.*

To colour Silver.

Refining by a great Teaſt.

To conclude with the refining of Silver with a great Teaſt, which muſt be red hot two or three hours, trying the ſame with Lead if it do not ſpring, the Teaſt muſt be for double the quantity of your courſe Silver, and accordingly you are to take more or leſs Lead: To drive out three ℔ of Copper is 24 ℔ Lead requiſite, but is not to be put all at once; then blow until the ſame do drive off and the Silver remaineth, which take out ſuddenly, *&c.*

CHAP. VIII.

Of the weight and fineneſs of Monies and their ſeveral Standards.

According to our certificate

IT is now twenty years compleat ſince *Thomas* Lord *Knyvet*, Sir. *Richard Martin*, and divers other Knights and Aldermen of the City of *London*, and Mr. *John Williams* his Majeſties Goldſmith, and my ſelf were in Commiſſion, to conſider of the Mint affairs of the Tower of *London*, and of the cauſes of the tranſportation of the Monies of the Realm, and of convenient remedies to prevent the ſame. The cauſes were obſerved to be ſix, whereof the weight was the firſt; next the fineneſs of our Standard; then the Valuation of Monies, and therein the proportion between Gold and Silver; fourthly the abuſe of Exchange for Monies by Bills, wherein all the former were included: For we all did ſet down, that the difference of weight, fineneſs, Valuation, and diſproportion aforeſaid, were not of themſelves true cauſes of Exportation, if there were betwixt Countries and Country a due courſe holden in the Exchange of Mony; but that due courſe not being obſerved, then they might accidentally be cauſes. And this courſe was the cauſe of the overballancing of Forreign Commodities, increaſed by the immoderate uſe of them, and neglect to ſet the people on work; ſo that the remedy was wholly found to conſiſt in reforming the abuſe of Exchange, whereof I have handled at large in the third part of this book for Exchanges.

Hereupon conferring the pound weight Troy of 12 Ounces with the mark weight of eight Ounces, admitting one mark and a half for the ſaid pound, we found, with

France full three Penny weight, ours to be heavier, and the *Low-Countries* and *Germany* $2\frac{1}{2}$ Penny weight or thereabouts, with *Scotland* four Penny weight and nine Grains, and always heavier than any other.

This agreeth with an inſtruction declared in an old Book concerning Mint-matters in the time of King *Edward* 3, where it is demanded, what benefit it would be to the King and Realm, if the Troy weight of this Realm, and the Troy weight of *France*, *Flanders*, *Spain* and *Almayne*, and of other Realms and Countries were of equal weight and ſize? for as much as other Countries keep one ſize and weight, whereas the Troy weight of *England* is heavier in every eight ounces, by half a quarter of an ounce. It is anſwered, that the Merchant that brings in *Bullion* doth loſe ſo much, and the Calculation is made what it was for every hundred weight both for Gold and Silver, and it followeth there. Wherefore this is one great cauſe that ſo little *Bullion* comes into the Realm, and therefore it pleaſed the King to deviſe ſome weight that ſhould be correſpondent to the weight of other Realms, and call it by ſome other name than by the Troy weight. Over heavineſs of the weight Troy.

And it is there thought meet, that (for information of Merchants and others) a Kalendar ſhould be made and publiſhed, to ſhew how much every pound weight, ounce, and penny weight is worth, that the true valuation of Gold and Silver may be thereby perfectly known, whereby Merchants and other perſons ſhould give honour and praiſe to the King and his Council for Equity and Juſtice ſhewed in the Mint. A Mint Calendar.

There hath been uſed from the beginning (in the Mint) both Troy and Tower weight, each of them containing twelve ounces in the pound weight, ſaving that the Troy weight is heavier by ſixteen penny weight upon the pound weight: By which Troy weight the Merchants bought their Gold and Silver abroad, and by the ſame did deliver to the Kings Mint, receiving in counterpeaze but Tower weight for Troy, which was the Princes Prerogative, gaining thereby full three quarters of an Ounce in the Exchange of each pound weight converted into Monies, beſides the gain of Coinage, which did riſe to a great Revenue, making of thirty pound weight Troys, 32 pound weight Towers; which is now out of uſe, and the Troy weight is only uſed, containing twelve Ounces, every Ounce twenty penny weight, every penny weight twenty and four grains, and every grain twenty mites, every mite twenty and four droicts every droict twenty periods, every period twenty and four blanks, although ſuperfluous (but in the diviſion of the ſubtile aſſay) which in *Scotland* are all divided by twenty and four, from the denier whereof they reckon twenty and four to the pound Troy, ſo twenty and four grains, Primes, Seconds, Thirds, and Fourths, all by twenty and four. And for the mark and pound weight of other Countries I do refer the Reader to the fourth Chapter of Weights and Meaſures of the firſt part of this Book. Tower weight. Subdiviſion of the pound weight Troy.

Concerning the pound weight for fineneſs and allay, let us note that theſe two make properly the pound weight, as being diſtinguiſhed therein: For if it be one pound of fine Silver, it weigheth 12 ounces, and it is likewiſe 12 ounces Fine: But if there be two ounces of Copper, in that pound, then is there but 10 Ounces of Silver, and ſo called ten ounces fine, and ſo if there be ten ounces 16 penny weight of Silver, and ſo called in fineneſs, then is there one Ounce four penny weight in Copper; and ſo for all other fineneſs accordingly. Diviſion of the pound Troy in fineneſs.

The like is for the Gold, whereof the ſaid pound is divided into twelve Ounces, or twenty and four Carrats, being two Carrats for one ounce, and every Carrat is divided with us into four Grains, and fineneſs accordingly.

From this general weight of the pound, is derived the ſpecial weight of the piece according to the Standard, wherein (after that the commixture is made for fineneſs) the pieces muſt concur in value, and thereby is the ſpecial weight known of the piece, whereby the Moniers cut their pieces, it being the direction for the ſheir unto them, which pieces, they cut by their weight, delivered them accordingly: and herein they are to uſe good and exact ſizing, to prevent the culling of Monies for the Tranſporter, or the Gold-ſmiths for melting them for to convert into Plate. General weight. Special weight. The Sheir.

Concerning the fineneſs of the Monies of other Countries, with their weight and number of pieces in the Mark of eight Ounces, (which I have reduced to the pound Troy of twelve Ounces,) I have here made a plain declaration as followeth, to inſtruct all Merchants and Goldſmiths therein, for the common good; obſerving that ſome men (not over wiſe in Mint affairs) perceiving the Mark to be divided into 24 Carrats for Gold, and that one Mark and a half are taken to the pound of 12 Ounces, they have done the like for fineneſs, and (unadviſedly) termed Gold 36 Carrats fine, which is exorbitant of the general obſervation.

What 36 Carrats.

Touching the ſeveral Standards of Mony in other Countries (as you may ſee by the contents of the ſaid Declaration, whereby a man ſhall many times receive Coins of above twenty Standards in one hundred pounds) it is the only fallacy in Exchange that can be, whereby no Merchant is able to know whether he have the true value of the ſum to be paid him: But he is carried with the ſtream of valuation and toleration of Mony to go currant, as in the next Chapter ſhall be declared; and all men commonly have a regard to the great Monies uſed in every Country, making account that other ſmaller Monies have their true valuation thereafter.

Standards of forreign coin.

As the *Philip* Dollers of ten Ounces fine, and 7 $\frac{9}{24}$ pieces to the Mark.

The *Holland* Dollars of nine Ounces fine, and 8 $\frac{8}{9}$ pieces in the Mark.

The *Spaniſh* Royal of 11 Ounces four penny weight, and nine pieces the Mark.

The Gueldres and *Frizeland* Dollars of ten Ounces four penny weight, and 9$\frac{1}{2}$ pieces.

The Shillings of *Zeland* of ſix Ounces fine, and 38 pieces the Mark.

The Golden Royal of twenty and three Carrats 3 $\frac{1}{2}$ Grains fine, and forty and ſix pieces the Mark.

The *French* Crown of twenty and two Carrats fine, and ſeventy and two pieces in the Mark.

The Golden Ryder of the *States* of twenty and two Carrats, and twenty and four in the Mark.

The *Albertins* or Ducats of *Albertus* of twenty and three Carrats, 3 $\frac{1}{2}$ Grains Fine, and being ſeventy pieces in the Mark, or 35 double pieces.

And their daily new Coins which they make of ſeveral Standards which requireth a vigilant eye: But we have ſhunned induſtry and labour, which is the cauſe that, contrary to my firſt intention, I abbreviat ſome things.

A Declaration of the Coyns of Gold, concerning their fineneſs, and number of pieces in the pound weight of 12 *Ounces Troy, every Ounce containing* 20 *penny weight, and every penny weight* 24 *Grains in weight, and in fineneſs* 24 *Carrats, and every Carrat four Grains, calculated for the Forrein Coin upon the Mark weight of eight Ounces, every Ounce* 20 Engliſh, *and every* Engliſh 32 *Azes for the pound weight, and in fineneſs* 24 *Carrats, and every Carrat* 12 *Grains, unneceſſary fractions omitted.*

THe Imperial Royal of Gold always accounted equal with the *Engliſh* Angel in fineneſs, and in weight but a little differing of twenty and three Carrats three Grains $\frac{1}{2}$, and ſixty and nine pieces weighing twelve Ounces Troy.

The half Royal is but 18 Carrats in fineneſs, and 105 $\frac{1}{3}$ pieces to the pound weight.

The *Carolus* Guildern being $\frac{2}{3}$ parts of it, but 14 Carrats fine, and 126 pieces.

The Roſe noble of *England* twenty and three Carrats 3 $\frac{3}{4}$ Grains fine, and 46 $\frac{3}{4}$ pieces to the pound.

The double Royal of *Auſtria* of twenty and three Carrats, 3 $\frac{1}{2}$ Grains fine, and 24$\frac{3}{4}$ pieces to the pound.

The Nobles of *Holland*, Utrecht and Overyſel twenty and three Carrats, three Grains, and forty and eight pieces.

The Gold Guildern of 18 Carrats, three Grains ſcarce in fineneſs, and 112$\frac{1}{2}$ pieces.

The half Noble or *Hungary* Ducat, twenty and three Carrats, 3 $\frac{1}{6}$ Grains fine, and 113$\frac{1}{2}$ pieces.

The

The Biſhops Ducat fine twenty and three Carrats ½ and a 105 pieces to the pound weight.

The Ducats of *Italy*, *Venice*, *Turky*, and *Rome* twenty and three Carrats, three Grains, and 106 ½ pieces: Other *Italian* Ducats, and the Ducats of Guelders 20 and three Carrats, one Grain, and 106 ½ pieces.

The Angel of *England* of Queen *Elizabeth* twenty and three Carrats, 3 ½ Grains, and ſeventy two pieces.

The Soveraign of the ſaid Queen, twenty and two Carrats fine, and ſixty pieces to the pound.

The Old Soveraigns of more weight, 22 Carrats fine, and 54 ¾ pieces.

The half Soveraign fine, but 20 Carrats, and 120 pieces to the pound.

The Angel with the O. is but 23 Carrats fine, and 72 ſcarce to the pound.

The Angel with three Lions 22 Carrats fine, and 76 pieces to the pound weight.

The half Noble, with the Lyons and the Noble of Bridges 23 Carrats and 88 ½ pieces..

The *Andrew* Guilder fine 18 Carrats, three Grains, and one Grain, ſome pieces 108.

The *Gulielmus* Guilder fine eighteen Carrats,. one Grain, and 108 pieces to the pound.

The Gold Guilder of the States 20 Carrats fine, and 120 ¾ pieces to the pound.

The Golden Fleece or Toyſon d'or 23 Carrats three Grains, ¾ and 81 ⅛ pieces.

The *Philips* Guildern fine 15 Carrats three Grains, and 111 pieces to the pound.

The *Joannes* Guildern fine ſixteen Carrats, and 109 ½ pieces to the pound.

The Nobles of *Gaunt* and *Zealand* 23 Carrats fine, and 54 pieces.

The half Imperial Crown 22 Carrats, 1 ½ Grains, and 107 ½ pieces.

The *Henricus* Noble of *England* 23 Carrats 3 ½ Grains, and 53 ¾ pieces.

The Old *Engliſh* Crown ſomewhat better than twenty two Carrats fine, and 100 ½ pieces.

The *Henry* Noble of *France* twenty two Carrats fine, and fifty one pieces to the pound.

The half *Henry* Noble fine twenty two Carrats, 2 ½ Grains, and 108 pieces to the pound.

The Floret Crown of *France* twenty three Carrats, 3 Grains, and 100 ½ pieces.

The *Charles French* Crown twenty three Carrats, 3 Grains fine, and 100 ½ pieces.

The Floret of *France* ſtanding 22 Carrats, and 100 ½ pieces to the pound.

The Old Golden Lyon of *Flanders* 23 Carrats, 3 Grains, and 79 ¾ pieces.

The Ducat of *Caſtile* 23 Carrats, 3 Grains fine and 79 ¾ pieces likewiſe.

The *Spaniſh* Ducat 23 Carrats, two Grains fine, and 105 pieces to the pound.

The *Holland* Ducat 23 Carrats, two Grains fine, and 105 pieces likewiſe.

The double Ducat of *Zealand* twenty three Carrats, ½ fine, and 52 ½ pieces to the pound.

The Ducats of *Navarre*, *Majorca*, and others twenty three Carrats, one Grain, and 52 ½ pieces.

The *Spaniſh* Piſtolets 22 Carrats fine, and 108 pieces to the pound.

The Milreys Ducat of *Portugal* twenty two Carrats, one Grain fine, and forty eight pieces to the pound.

Conterfiet Milreys is but twenty one Carrat fine, and likewiſe 48 pieces.

The *Emanuel* Ducat of *Portugal* twenty three Carrats, 3 Grains, and 105 pieces to the pound.

The *Emanuel* great Cruſat of *Portugal* twenty three Carrats, three Grains, and 10 ½ pieces.

The *Joannes* great Cruſat is but twenty two Carrats, three Grains fine, and 10 ½ pieces.

The Ducat, with the ſhort Croſs of *Portugal* twenty two Carrats, three Grains, and 105 pieces.

The

The Ducat, with the long Croſs twenty two Carrats, one Grain Fine, and likewiſe 105 pieces.

The Ducat with the long Croſs of *Batenborgh* nineteen Carrats Fine, and 105 pieces.

The Piſtolets of *Italy* twenty two Carrats, and ſome twenty one Carrat 2 ½ Grains, and 108 pieces.

The *Flemiſh* Rider twenty three Carrats, 3 Grains Fine, & 105 pieces to the pound.

The Guilders and *Uriſland* Ryders, of the year 1583 Fine, twenty one Carrats, and 108 pieces.

The Ryder of *Burgundy* twenty three Carrats ½ Fine, and 105 pieces to the pound.

The *Engliſh* Salut and the half, twenty three Carrats, 3 Grains, and 108 pieces.

The Schuytken or Ship of *Flanders* twenty two Carrats, one Grain Fine, and 109 ½ pieces.

The Ryder of Guilders, The *Phillip* Clincart. } Of fourteen Carrats Fine, and 114 pieces to the pound.

The Ryder of Deventer, Campen, and Swoll twelve Carrats, three Grains, and 114 pieces.

David guil. { Of Trier is 17 Carrats, 2 Grains; Of Utrecht 16 Carrats Fine——; Of the Harp 15 Carrats Fine---- } and 114 pieces to the pound weight.

The *Peter* of *Lovain* of 17 ½ Carrats Fine, and likewiſe 114 pieces to the pound.

The *Clemmer* Guilder of 13 Carrats Fine and 114 pieces.

The *Frederick* of *Beyeren* Guilder fourteen Carrats Fine, and 117 pieces to the pound.

The *Arnaldus* Guilder twelve Carrats Fine, and 138 pieces to the pound.

The Poſtulat of *Bourbon* 12 ½ Carrats Fine, and 136 ½ pieces to the pound.

The Poſtulats	Of Horn——	10 ½ Carrats——	Fine, and 156 pieces to the pound.
	Of Guiliers——	9 Carrats 3 Grains	
	Of Cleve——	9 Carrats ½ Grains	
	Of Fran. Friar----	9 Carrats——	
	Of the Dog & Cat	12 ½ Carrats Fine, and 136 ½ piece.	

The nine Stivers pieces of Batenbourgh and Frize, ſeven Carrats, one Grain, and 176 pieces.

The *Gulielmus* Ducat of Batenbourgh twenty one Carrats, three Grains, and 52 ½ pieces.

The other Ducat of *Stephanus*, but nineteen Carrats ½ Grains, and 52 ½ pieces.

The Ducat of *Nimeghen* with *Stephen*, 21 Carrats, one Grain and 52 ½ pieces.

The New Ducats of St. *Victor Pancratius*, *Vict.* Batenbourgh, *W. B. Margarete Toren*, *Petrus Rechem*, *George Rechem*,, twenty one Carrats, three Grains, and 106 ½ pieces.

The Ducats *Victor H. B.* ---	20 ½ Carrats Fine	And all 106 ½ pieces to the pound.
Water Ducats and the ½	20 ½ Carrats Fine	
Mary of Batenbourgh——	20 ½ Carrats Fine	
Ducat with the Checker-	20 Carrats Fine	
Ducat of *Denmark*——	20 Carrats Fine	
Pancratius Alleb. H.——	19 ½ Carrats Fine	
Oſwald Ducat Cuſa--------	19 ½ Carrats Fine	

The Ducat of *Nimeghen* 1565 Fine, 18 Carrats, two Grains, and 108 pieces.

New Angels Coyned heretofore	Of Thoron-	22 Carrats 1 ½ Grains	And all 72 pieces to the pound.
	Of Horn---	32 Carrats 1 ½ Grains	
	Of Batenb.	21 Carrats 3 Grains	
	Of Viana---	18 Carrats 3 Grains	
	Of *H. M.* ---	17 Carrats——	

The

The *Scots* Piſtolet nineteen Carrats, two Grains ½ fine, and 108 pieces to the pound.

The Ryder with the Loaves fine 10 ½ Carrats, and 114 pieces to the pound.

The Piſtolets, *Dilege* and *Legion*, fine, 81 Carrats, and 108 pieces to the pound.

The Ducats *Ferdinand* of *Batenbourgh* 19 ½ Carrats, and 106 ½ pieces to the pound.

The Ducats *Ferdinand* and *Carolus* of *Horne* eighteen Carrats, and 106 ½ pieces to the pound.

The double Ducat of *Albertus* of *Auſtria* twenty three Carrats, three Grains fine, 52 ½ pieces.

The ſingle Ducat of *Albertus* of *Auſtria* twenty three Carrats, three Grains, and 78 ¼ pieces.

The double third parts of the ſaid double Ducats twenty three Carrats, three Grains, and 70 ½ pieces.

The ſingle third part of the ſaid Ducat twenty three Carrats, three Grains, and 126 pieces to the pound.

The Unite piece, called *Jacobus* of *England* twenty two Carrats, and thirty ſix pieces to the pound.

The Ryder of the United *Low Provinces* alſo twenty two Carrats, and 36 pieces to the pound.

The half *Jacobus* and Ryders accordingly in fineneſs and pieces.

The Ducats of the Eſtates of the United Provinces, with the Letters, 22 Carrats, and 105 pieces.

The new twenty ſhilling pieces of *England* 22 Carrats fine, and 39 ½ pieces.

The half and fourth part of it accordingly.

The *Scots* piece of the Croſs Daggers twenty Carrats fine, and 72 pieces to the pound.

The Scots Rider of 22 Carrats, and ſome of the fineneſs of the Scots Piſtolet.

Note that here are ſet down many *Species* or pieces of Gold, which are little or none at all to be found: And although ſome are found in great quantity; yet are they not made currant in the United Provinces, by their laſt valuation of the one and twentieth day of *July*, 1622 hereafter declared. The like is in the reconciled Provinces under the Arch-Dutches *Iſabella Clara Eugenia* of *Auſtria*, as alſo in *Germany*: So that the general knowledge of them all, may give to every man better ſatisfaction. And the like muſt be underſtood of the Silver Coins of all Countries hereafter declared, with ſome addition of meer Copper Coyns. And whereas the Stiver is the fundamental Coyn, whereof twenty make the Guilder, it is to be obſerved, That ſixteen Copper pence are reckoned in *Holland* and thoſe United Provinces for one Stiver, and ſo is the ſaid Stiver two Groats *Flemmiſh*, called half Stivers, every half Stiver eight pence *Hollandts*: Alſo twenty four Mites is a Stiver in the other Countries, &c.

A Declaration of the Coyns of Silver, concerning their fineneſs, and number of pieces in the pound weight of 12 *Ounces Troy, every Ounce weighing* 20 *penny weight, and every penny weight* 24 *Grains, and containing likewiſe in fineneſs* 12 *Ounces, every Ounce* 20 *penny weight, and every penny weight* 24 *Grains; calculated for the Forrein Coin upon the Mark weight of eight Ounces, every Ounce* 20 *penny weight, and every penny weight twenty and four Grains in weight, and likewiſe in fineneſs* 12 *Ounces* 20 *penny weight, and twenty four Grains, unneceſſary fractions ommitted, as near as conveniently could be computed*, &c.

THe *Philip* Doller ten Ounces fine, and 10 ⅐ pieces to the pound weight. The half, the fourth, the fifth, and tenth part accordingly, that is to ſay, all of ten Ounces fine, and pieces 21 ⅐, 42 ⅐ 53 ⅐, and 107 ⅐ to the pound.

The 20 part of the ſaid Doller five Ounces fine, and 107 ¼ pieces to the pound.

The 40 part of the ſaid Doller, five Ounces fine, and 214 ½ pieces to the pound.

The

The *Carolus* Gueldern or ½ of the ſaid Doller, ten Ounces fine, and 16 ¼ pieces.

The old four Stivers piece with the Eagle, *Charles* and *Philip*, ſeven Ounces, 7 ½ Penny fine, and ſixty pieces.

The old double Styver ſeven Ounces, 7 ½ Penny weight in fineneſs, and 120 pieces.

The old three Stivers piece, eleven Ounces, three Penny weight, eighteen Grains fine, and 120 pieces to the pound.

The Silver Fleece of three Stivers, 10 Ounces, 10 Penny weight, and 108 pieces.

The three Groot or Deniers fine, 5 Ounces, 10 Penny weight, and 117 ½ pieces.

The old Stiver of three Ounces, 14 Penny weight, 4 Grains, and 120 pieces.

The new Stiver following, three Ounces, thirteen Penny weight, eight Grains, and 120 pieces.

The 17 Duits, ten Ounces, ten Penny weight fine, and 147 pieces.

The half Stiver, three Ounces, ten Penny weight, and 201 pieces to the pound.

The quarter Stiver Oort, one Ounce, 17 ½ Penny weight, and 158 pieces.

The eight part Stiver Duit fine, one Ounce, 14 Penny weight, 474 pieces.

The *Hollandts*, Penny fine, 19 Penny weight, and 518 pieces.

The Stiver of the States United, 4 Ounces fine, and 168 pieces.

The Stiver of *Utrecht*, three Ounces fine, and 167 pieces.

The nine Duits Penny of *Charles* and *Philip*, four Ounces, fourteen Penny weight, 129 pieces.

The half Ruyters black, 4 Ounces, 14 Penny weight, and 256 pieces.

The Braſs Penny and the half, 4 Ounces, ten Penny weight, and 120 pieces.

The *Spaniſh* Ryals fine, 11 Ounces, 3 ½ Penny weight, and 108 pieces.

The Salvator and Royal of *Venice*, 11 Ounces, ten Penny weight, and 96 pieces.

The *Italian* Ryals of 9 Ounces 17 Penny, and nine Ounces 14 Penny, and nine Ounces 11 Penny, pieces 108.

The courſe *Romiſh* Ryals of 7 Ounces fine, and 108 pieces.

The eleven Duits of *Charles Limb.* four Ounces, fifteen Penny weight, and 120 pieces.

The 11 Duits of *Holland*, ſix Ounces ſcarce, and 144 pieces.

The half Ruiters blank of *Holland*, 3 Ounces fine, and 144 pieces.

The five Groot of *Flanders*, and double Saſſenars, ten Ounces, 6 ½ Penny, and 146 ½ pieces.

The 5 Groot of *Gaunt*, 5 Ounces, 13 Penny weight, and 145 pieces.

The 17 Duits of *Lodovick*, Liege, *Philip*, Guelders, *Charles*, Limborgh, *Philip* of *Flanders*, two ſtanding Lyons, nine Ounces, ½ fine, and 145 pieces.

The 17 Duits of Sluce, 9 Ounces, 5 Penny weight, and 148 pieces.

The double Vieryſers fine, four Ounces, ten Penny weight, and 138 pieces to the pound.

The Snaphanen Coined for three Batts, ſeven Ounces, 7 ½ Penny weight, and 39 ½ pieces.

The Creuciat of *John* of *Cleave*, eight Ounces, ſeven Penny weight fine, and 39 ½ pieces.

The five Stiver piece of *Liege*, 7 Ounces, 11 Penny weight fine, and 48 pieces.

The five Stiver piece of Gueldres, eight Ounces, 1 ½ Penny weight, and 48 pieces.

The Snaphane of *Nimegen*, *Deventer*, and *Cleave*, ſeven Ounces, 11 Penny weight, and 48 pieces.

The Shilling *M. E.* and five Groots of *Philip* of *Flanders*, eleven Ounces, three Penny weight and 135 pieces.

The other five Groot of *Philip* of *Flanders*, ten Ounces, fourteen Penny weight, four Grains, and 135 pieces.

The five Stiver of *Cambray*, *Liege*, *Horne*, ſix Ounces, 6 ½ Penny weight, 48 and 51 pieces.

The Shillings of *Gueldres*, *Utrecht*, *Freeſe*, and *Zealand*, 1586 fine ſix Ounces, and 57 pieces.

The

The Shillings of *Bridges*, 1582 fine, five Ounces, and 57 pieces to the pound.
The Shillings of *Gaunt*, 1583 fine, seven Ounces, seven Penny-weight, and 54 pieces.
The Stiver of *Gant*, 1583 fine, three Ounces, and 175 ½ pieces.
The Stivers of *Groeninghen*, *Cambray*, and *Liege*, fine three Ounces, five Penny-weight, and 135 pieces.
The eleven Duyts of *Philip* and *Mary*, eleven Ounces, 3 ½ Penny fine, and 270 pieces.
The pieces of 5 ½ Groat of 1520, and *Ma. Flandres*, nine Ounces, fourteen Penny-weight, and 120 pieces.

Dollers.

The Doller of the *States* nine Ounces fine, and 12 $\frac{3}{8}\frac{1}{4}$ pieces to the Pound-weight.
The *Hollandts* Doller nine Ounces fine, and 13 ½ pieces to the pound.
The Dollers of *Gueldres* and *Utrecht* nine Ounces fine, and fifteen pieces to the pound.
The Dollers of *Zutphen* and *Gueldres*, 1586 fine, ten Ounces, four Penny, and 13 ⅓ pieces.
The *Hollandts* Doller with the Crown eight Ounces, and 13 ⅓ pieces.
The *Rickx* Doller *Oncia* eleven Ounces, five Penny-weight, and 12 ½ pieces.
The other sorts of *Rickx* Dollers of eleven Ounces, and eleven Ounces three Penny, and 12 ½ pieces.

The *Polland* Doller
The *Bohemia.* Ne. Op.
The *Batenborgh* Dol.
The *Bommell* Doller.
} fine seven Ounces, fifteen Penny-weight, and 13 ½ pieces.

The *Poliſh* Guelder of ſixty Creutzer, eleven Ounces, 3 ½ Penny fine, and fifteen pieces.
The Dollers of *Briſgau*, *Tremone* ten Ounces, fifteen Penny-weight fine, and fifteen pieces.
The Dollers of *Luneborgh* ten Ounces, ſixteen Penny ½ fine, and fifteen pieces.
The *Baſell* ſixty Creutzer, *Reynsborch* and *Iſmenſen* ten Ounces, 13 ½ Penny, and fifteen pieces.
The Dollar of *Riga* ten Ounces, 2 ½ Penny-weight, and 13 ½ pieces.

Teaſtons.

Of *Mantua*, *Francis*
Of *Ferrara*, *Hercules* and *Alphonſus*
Of *Berne*, *Vincent*
Of *Ottomanus*, *Berne*
Of *Lucerne*, *Epiſcopus*
Of *Milan*, *Lodovicus*
Of *Milan*, *Galeacius*
Of *Friborgh*, *Nicolas*
Of *Sedun*, *Nicol.* dan *Adrian*
Of *Solod*, *Urſus*
Of *Savoy*, *Carolus*
Of *Caſtile*
} fine eleven Ounces 5 ½ Penny-weight, and 45 pieces.

Teaſtons.

Of *Portugal Io V. L.*
Of *France Franciſcus*
Of *Lorrain an.* 1524 & 29
} ten Ounces, ſeven Penny-weight fine, and forty and two pieces to the pound.

Of *Spain Ferdinand*
Of *Navarre*, *Anna*
Of *Baden*, *Chriſoſtom*
Of *Savoy*, *Carolus*
Of *Navarre*, *Henricus*
} ten Ounces, 10 ½ Penny-weight fine, and 39 pieces.

Of *Monferrat*, *George* and *Guill.* } ten Ounces, 4 ½ Penny-weight fine, and 42
Of *Geneva*, ——————— } pieces.

The Quarter Crowns.

Of *France* 4 Escu of ten Ounces, 6 ½ Penny fine,
Of *Lorrain* fine nine Ounces, 8 ½ Penny-weight, } and 39 pieces to the pound.
Of *Savoy Philip* ten Ounces, 16 ½ Penny-weight,

The *Rickx* Doller of late *Anno* 1567 fine ten Ounces, 12, 13 and 14 Penny fine, and 12 ½ pieces.

The piece of *Cambray* $\frac{1}{16}$ of a Doller, six Ounces, ten Penny-weight, and 123 pieces.

The 38 *Gustave* of *Liege* ten Ounces, four Penny-weight scarce, and pieces, 12 ¾.

The *Christopher* Doller, 45 } 10 ½ Ounces fine, and 12 ¾ pieces.
The Doller *Guliel. Sweden* }

The Angel of *Scrickelborgh* ten Ounces, 7 ½ Penny-weight, and 78 ¾ pieces.

The ten Creutzers of *Salsborgh*, *Ravenborgh*, *Frise*, and *Saxony*, eight Ounces, seven Penny, 64 ½ pieces.

The three *Carolus* of *Frankford*, *Campidona*, *Reynsborch*, *Patavia*, *Ernestus*, *Otingus*, *Carolus* and *Salsborgh* nine Ounces fine, and 78 ¾ pieces.

The six Creutzer of *Insborgh* 10 ½ Ounces fine, and 124 ½ pieces.

The Gros of *Salsborgh* four Ounces, 12 ½ Penny-weight, and 39 pieces.

Batsen of four Creutzers,
Of *Fribourgh*, *Colmograve*,
Raynsbourgh, *Taunte*,
Cost 1530. *Roy*, and
Schafhuysen, *Baviere*,
Brandebourgh, *Ottinge*, } fine, five Ounces, seven Penny-weight, and 109 ½ pieces.

The Ausb. *Saxon* gros, and *Coningsteyn* five Ounces, seven Penny fine, and 108 pieces.

The *Curiensis* gros, *Kempton*, *Bassu*, and *Brisac*, five Ounces, seven pence, and 106 ½ pieces.

Of *Noiling*, *Ambass. Markegrave*, *George* and *Wormeser*, four Ounces, 12 ½ Penny, and 94 ½ pieces.

The Gros of *Salsborgh*, 6 Ounces 2 ½ Penny-weight, and 118 ½ pieces.

The Gros of *Vienna*, six Ounces four Penny-weight, and 132 pieces.

Of *Asbourgh* and *Reynsbourgh*, 6 Ounces 4 ½ Penny fine, and 155 pieces.

Of *Carinthia*, *Taven*, *Bassell*, *Shafhuysen*, *Campido* and *Brisgrave*, six Ounces, and 118 ½ pieces.

Nummi dragme, six Ounces fine, and 140 pieces.

Nummi dragme, six Ounces 2 ½ Penny fine, and 118 ½ pieces.

The *Gulielmus* of *Turinghia* six Ounces, fifteen Penny-weight, and 129 pieces.

The *Bohemia* Senube and the half, 5 Ounces, seven Penny fine, and 129 pieces.

The 1 ½ Silver Gros, three Ounces, 7 ½ Penny-weight, and 87 pieces.

The *Kemptors*, ½ Batts, four Ounces, 12 ½ Penny-weight, 192 ½ pieces.

The *Munichen* ½ Batts, four Ounces, 12 ½ penny fine, and 186 pieces.

The *Gulielmus* Lyon piece, two Ounces, five Penny-weight fine, and 150, and 179 pieces.

Pieces of twelve Creutzers, 8 Ounces, 7 ½ Penny-weight, and 61 ½ pieces to the ℔.

Of *Vienna* and *Baviere* of twelve Creutzers, eight Ounces, 7 ½ Penny fine and 57 pieces.

Of 12 Creutzers, 10 Ounces, 10 Penny-weight fine, and 61 ½ pieces.

Of

Of six Creutzers, 10 Ounces 10 Penny-weight fine, and 123 pieces.
Of three Creutzers, 5 Ounces 10 Penny fine, and 136 ½ pieces.
Of six Creutzers of *Vienna*, 8 Ounces 7 ½ Penny fine, and 114 pieces.
Of three Creutzers of *Vienna*, 4 Ounces 8 ½ Penny-weight fine, and 129 pieces.
Of three Creutzers of *Bavaria*, 4 Ounces 8 Penny-weight, and 375 pieces.
Of *Ausburg* and *Ulme* Creutzers, 5 Ounces 5 Penny-weight, and 384 pieces.
Albi of *Cologne*, *Mentz* and *Triers*, 5 ½ Ounces fine, and 345, 179, & 342 pieces.
Albi of *Noremberg*, *Francfort*, *Bambourg*, and *Palatine Rhine*, 4 Ounces 18 Penny, and 273 pieces.
Bohemia white Penny, 5 Ounces 7 Penny-weight fine, and 924 pieces.
Bohemia black Penny, 2 Ounces, 13 ½ Penny fine, and 990 pieces.
Dupli Mavi, ⅓ of *Gulielmus Turinghia*, two Ounces 15 Penny-weight, and 440 pieces.
Simpli Dupli of 5 Ounces 10 Penny-weight, and 882 pieces.
The $\frac{1}{11}$ of one Silver Gros or *Duodena*, three Ounces 3 ½ Penny-weight, and 874 ½ pieces.
Duplus of 2 Ounces fine, and 324 pieces to the Pound.
The six Gros of *Polonia*, 6 Ounces fine, and 13 ⅞ pieces to the Pound.
The *Sigismond* of *Prussia*, 1534. 10 Ounces 11 Penny-weight fine, and 69 pieces.
The other with the Arms of *Dantzick*, 10 Ounces ½ Penny fine, and 69 pieces.
The *Sigismond* 1532, and 1535, but 10 Ounces four Penny-weight fine, and 69 pieces.
The four Gros Penny, 8 Ounces fine, and 81 pieces.
The three Gros *Prussia* alb. 10 Ounces 10 ½ Penny fine, and 138 pieces.
The same of *Melicin*, 1340. of 10 Ounces 4 Penny and 10 Penny fine, and 138 pieces.
The Gros of *Prague*, 9 Ounces 12 ½ Penny fine, and 180 pieces.
The *Ferdinand* of *Dantzick*, 5 Ounces fine, and 180 pieces.
The *Wersbourg* Soli of *Dans* and *Prussia* 5 Ounces 6 ¼ Penny, and 157 ½ pieces.
The two Crosses and Hat, 4 Ounces fine, and 180 pieces.
The Bre 1499. the Key and *Joan* three Stivers, ten Ounces four Penny fine, and 156 pieces.
The eight Shillings of *Dantzick*, 1541. fine, 10 Ounces 12 Penny and 156 pieces.
The Deghen of *Russia*, *Muscovia*, and *de Nard*, 11 Ounces 13 Penny-weight, and 545 ½ pieces of *Dengen*.
The Mark stick of *Lubeck* Lady *Mary*, ten Ounces 16 ⅔ Penny, and twenty seven pieces.
The three Arms of *Magenbourg*, 5 Ounces 8 ⅓ Penny, and 27 pieces.
The other piece of 11 Ounces 3 ½ Penny-weight, and 51 pieces.
The Franks of *France*, three to one Crown, ten Ounces fine, and 26 ¼ pieces.
The Turones of *France*, 10 Ounces 18 Penny-weight, and 26 ¼ pieces
The French two Soulz, and four Soulz, 6 Ounces 6 ⅔ Penny fine, 117 pieces.
The double Hand of one Soulz, 3 Ounces 15 Penny fine, and 132 pieces.
The old Soulz with a Cross, 4 Ounces 5 Penny-weight fine, and 175 pieces.
The ordinary French Soulz, 3 Ounces 10 Penny fine, and 147 pieces.
The late French Soulz, 3 Ounces 6 ½ Penny fine, and 147 pieces.
The Lyarts of *France* H. 3 Ounces fine scarce.
The petty Denier Pa. and petty Denier Tor, one Ounce ½ and 270 and 337 ½ pieces.
Petty Maille were Ounce fine, and 450 pieces, and now all Copper.
The Shilling of *England* of Queen *Elizabeth*, eleven Ounces two Penny fine, and 60 pieces.
The English Groats, eleven Ounces two Penny-weight, and 129 pieces.
The English Shilling of late, eleven Ounces fine, and 62 pieces to the Pound.
The piece of Nine-pence, called Silver Harp, eleven Ounces fine, and 82 pieces.

The Baſe Iriſh Harp, 3 Ounces fine, and 82 pieces.
The old Harp, 9 Ounces 6 Penny-weight fine, and 102 pieces.
The King *Henry* baſe Groat, 4 Ounces 2 Penny-weight fine, and pieces.
The Engliſh Six-pence or half-ſhilling, 11 Ounces fine, and 124 pieces.
The Penny, Two-pence, and Half-penny, accordingly.
The 3 Ryal pieces of *Albertus* of *Auſtria*, 10 Ounces, 15 Penny fine, and forty pieces.
The ſingle Ryals, the half, and the fourth parts accordingly.
The double Guilder of *Albertus*, 10 Ounces 15 Penny-weight, and 14 ¾ pieces.
The ſingle Guilder, the half & quarters of the ſame fineneſs, & pieces accordingly.
The pieces of four, two, and one Stiver, ſince 1590.
The pieces of eight Ryals of *Spain*, of 11 Ounces four Penny-weight, and 13 half pieces.
The ſaid pieces made at *Mexico* in the Indies, 11 Ounces fine, and 13 ⅔ pieces.
The Lyon Doller of the Prince of *Orange*, of 9 Ounces fine, and 13 pieces.
The Silver Ryder of Guilders and *Frizeland*, correſpondent with the States Doller of 9 Ounces.
The Dollers of *Guelders* and *Utrecht*, 10 Ounces, ten and twelve Penny fine, and 13 pieces.
The great Silver Royal of the States, correſpondent with the *Philip* Doller.
The $\frac{1}{10}$ part of the ſaid great Royal, with the Arrows accordingly.
The Doller of *Zealand*, with the Eagles of 9 Ounces fine, and 13 half pieces.
The *Edward* Doller of *England*, of 11 Ounces two Penny-weight fine, and 11 ¾ pieces.
The Doller of *Scotland* with the croſs Daggers, 11 Ounces, two Penny-weight fine, and 11 ¾ Ounces.
The Mark of *Scotland*, 11 Ounces two Penny-weight fine, and 54 pieces.
The Doller of *Frizeland*, coined 1601, of 9 Ounces fine, and 13 half pieces.

Coins made of meer Copper.

THe Ortgens, whereof four make one Stiver, and two the half Stiver.
The Duyts alſo, four make one Stiver.
The Negenmannekens, eight make a Stiver, and four the half Stiver.
The three Mites, whereof eight pieces to the Stiver, is 24 Mites.
The 16 Pence Hollandts make one Stiver, and eight the half Stiver.
For other Copper moneys, read the Fifth precedent Chapter of Moneys.

Error of Trial-pieces for the Standard.

So I do conclude this Chapter with an error committed in the making of the Standard Trial-pieces, uſed in moſt Kingdoms and States to charge the Mint-maſters to make the moneys by; wherein they do not proceed according to the rule of Arithmetick, by obſerving true Weight and Fineneſs. For if it be appointed to make a Standard piece of 10 Ounces fine, they will take certain Ounces of fine Silver and Copper proportionable thereunto, and melt them together, and being made into a Plate of Silver, divide it into three equal parts to be delivered, one to the King, another to the Warden, and the third to the Mint-maſter; and hereof are Aſſays made both of this piece and the moneys, and ſo compared together: As if a man ſhould take 11 Ounces, two Penny-weight of fine Silver, and 18 Penny-weight of Copper, both in weight, and melt them together, making 12 Ounces by weight, and never weigh them after they be commixed, but ſay this is Sterling Standard, whereas the weight both of the one and of the other doth proportionate the Standard by weight; for in regard of the waſte of Copper, this is better than Standard, and ought to be made exactly; ſo that the pieces alſo are to be correſpondent to the Pound weight, for the foundation riſeth from hence, as in the following Chapter appeareth.

CHAP.

CHAP. IX.

Of the Valuation of Moneys, and the Proportion between Gold and Silver.

VAluation of Moneys is the Spirit which giveth life unto Coins; for without it, Weight and Fineneſs are in the nature of Bullion or Materials.

This Valuation is twofold; the firſt is done by publick authority of Princes and States, whereby the pieces of Coins are eſteemed at a price certain, both for Gold and Silver to go currant for that value within their Kingdoms and Dominions: the ſecond is the Valuation of Merchants by way of Exchange between us and other Nations, which is predominant and overruleth the former, as before hath been touched, and now will be proved. Twofold is the valuation of moneys.

The Kings or Princes Valuation is effected three manner of ways, *viz.* by inhauncing the Price of the Coin by Proclamation: Secondly, by embezelling the Standard of money by Allay; and thirdly, by altering the proportion between Gold & Silver. Kings valuation.

The Merchants Valuation is alſo effected three manner of ways, *viz.* by the price of Exchange for moneys riſing and falling from time to time; by the toleration of the Coins at a higher rate between them; and by the combination with Mint-maſters, inhauncing the Price of the Mark of Gold and Silver. Of all theſe in order briefly. Merchants Valuation.

The Kings Valuation is derived or drawn from the very piece or pieces made out of the Pound weight of 12 Ounces, or the Mark of 8 Ounces, which the Romans called *Nummus, à numerando*, to tell or reckon by. The Saxons gave it the name *Pfeming, Pennemick* in Dutch, from whence the word Penny is derived; for they cutting 20 pieces out of the Pound *Troy* of 12 Ounces, made 20 pence every way, that is to ſay, 20 Pence in weight, 20 Pence in value, and conſequently dividing the fineneſs alſo by 20 Penny-weight, and every Penny-weight in 24 Grains, which was the antient Sterling Standard of *Osbright* the Saxon King, ſeven hundred years paſt; which Valuation ſo continued until King *Edward* the third, and until *Henry* the ſixth, and then was valued at 30 Pence the ſaid Ounce, and continued until *Edward* the fourth, and then valued at 40 Pence, and ſo continued until King *Henry* the eighth, and then was valued at 45 Pence, and ſo continued until Queen *Elizabeth*, who (after the decry of the baſe money made by King *Edward* the ſixth, which King *Henry* his Father had cauſed to be Coined) did reſtore the Sterling Standard to her great benefit, by valuing the ſaid Ounce at 60 Pence, or 5 *s.* inhauncing the ſame one full third part; ſo that one of thoſe Pence became three Pence by valuation; and Gold was raiſed according to the proportion of 11 of fine Silver to one of fine Gold; or 11 of Standard Silver to one of Crown Gold, which valuation of Silver hath continued hitherto, with little alteration. Weight and fineneſs both alike with the number of pieces. The Ounce of Silver advanced becauſe of the inhancing of money beyond the Seas.

But beyond the Seas there hath been great inhauncing, both for the Coins of Silver and Gold, as well in *France* as in the Low-countries, and *Germany*, to *Englands* incredible loſs, as is at large declared in our * Treatiſe of Exchange. This daily inhauncing beyond the Seas began in the time of King *Henry* the eighth, who went about to reform the ſame; but afterwards finding if he ſhould inhaunce his price of moneys, likewiſe they would ſtill advance theirs more and more, he began but moderately; and whereas the Angel Noble (ſo called) was at 6 Shillings 8 Pence, he cauſed the ſame to be valued at ſeven Shillings and four Pence, by a Proclamation in the eighteenth year of his Reign, and within two Months after, at ſeven Shillings ſix Pence, and * The Canker of *England's* Commonwealth. Angel Noble inhaunced.

and withal he did write unto other Princes concerning the ſame, and Commiſſioners came over about it, but all was in vain; whereupon he gave an abſolute authority to Cardinal *Wolſey* by Letters Patents as followeth.

HEnry *the eighth, by the Grace of God, King of* England *and of* France, *Defender of the Faith, Lord of* Ireland, *to the moſt reverend Father in God, Our moſt truſty and moſt entirely beloved Councellor, the Lord* Thomas, *Cardinal of* York, *Archbiſhop, Legat* de Leiceſter *of the See Apoſtolick, Primat of* England, *and Our Chancellor of the ſame, greeting. Foraſmuch as Coins of money, as well of Gold as of Silver, be of late days raiſed and inhaunced, both in the Realm of* France, *as alſo in the Emperors Low-countries, and in other parts, unto higher Prices than the very Poize weight, and fineneſs and valuation of the ſame, and otherwiſe than they were accuſtomed to be currant; by means whereof the Money of this Our Realm is daily, and of a long ſeaſon hath been, by ſundry perſons (as well Our Subjects, as ſtrangers, for their particular gain and lucre) conveyed out of this Realm into the parts beyond the Seas, and ſo is like to continue more and more, to the great hindrance of the generality of Our Subjects and People, and to the no little impoveriſhing of Our ſaid Realm, if the ſame be not ſpeedily remedied and foreſeen. We, after long debating of the matter with you and ſundry other of our Council, and after remiſſion made unto outward Princes for reformation thereof, finding finally no manner of remedy to be had at their hands, have by mature deliberation determined, That Our Coins and Moneys (as well of Gold as of Silver) ſhall be by Our Officers of Our Mint from henceforth made at ſuch Fineneſs, Lay, Standard, and Value as may be equivalent, correſpondent, and agreeable to the rates of the valuation inhaunced and raiſed in outward parts, as is afore ſpecified: Whereupon We have given commandment by Our other Letters under Our great Seal, to the Maſter, Warden, Comptroller, and other Officers of Our ſaid Mint, and to every of them, to ſee this Our determination put in execution of the ſaid Coins by Proclamation or otherwiſe, as in the Print, Coin, Stroak of the ſame. Wherefore by theſe preſents, We will and authoriſe you to proceed not only from time to time, when you ſhall ſeem conveniently by advice of ſuch other Our Council as you ſhall think good, to the limitation, deſcription, and deviſing how and after what manner and form Our ſaid Coins and Moneys may be brought unto the Rates and Values, Fineneſs, Lay, Standard, and Print, thought by you and them to be requiſite, but alſo to appoint Our ſaid Officers of Our Mint duly to follow, execute, obey, and fulfil the ſame in every point accordingly. In which doing, theſe Our Letters under Our great Seal ſhall be your ſufficient Warrant and diſcharge; any Act, Statute, Ordinance, Law, or other thing whatſoever it be to the contrary notwithſtanding. In witneſs whereof We have cauſed theſe preſents to be ſealed with Our great Seal, at* Weſtminſter, *the* 23 *day of* July, *in the eighteenth year of Our Reign*, &c.

Francis the French King & *Charles* the V. Emperor.

Grafton's Chronicle doth record that all was to no purpoſe; for the inhancing might on both ſides have run *ad infinitum*. Afterward in the 22 year of his Reign, finding that Merchants did tranſport ſtill the moneys, or made them over by exchange, and made no employment upon the Commodities of the Realm; he cauſed a Proclamation to be made according to an old Statute 14 *R.* 2. That no perſon ſhould make any exchange contrary to the true meaning thereof, upon pain to be taken the Kings mortal Enemy, and to forfeit all that he might forfeit.

Statute of imployment.

Hereupon it fell out that lawleſs neceſſity did run to the other extream of imbaſing the Moneys by Allay, whereby all things came to be out of order. For baſe Money maketh every thing dear, and overthroweth the courſe of Exchange between Merchants, and cauſeth much counterfeit money to be made to buy the Commodities of the Realm, and to deſtroy the good moneys, like the 7 lean Kine of *Pharaoh* that devoured the 7 fat Kine in a ſhort time; as appeared of late within the Realm of *Ireland*, which is more dangerous in thoſe Kingdoms where their moneys are of a rich Standard, whereby many commotions happen, as in *France* during the Reign of *Philip le Bell*: and *Peter* the fourth, King of *Aragon*, did for this cauſe confiſcat the Iſlands of *Majorca* and *Minorca*, now Kingdoms in the *Mediterranean* Sea, whereas the policy of thoſe Nations which do uſe ſeveral Standards of moneys, doth prevent the ſame, becauſe that promiſcuoſly they make and coyn moneys of ſeveral Standards, according

Baſe moneys.

Commotions about baſe money.

ing

ing to the occaſion, which is worthy the obſervation: And as all extreams are vicious and defective, ſo doth it befal thoſe Countrys which will have no baſe Money at all, and are made a prey unto other Nations by the Exchange for Moneys, which muſt be maintained withal, as I have made and ſhall make more apparent.

The third effect or alteration of the Kings Valuation of Money is the Proportion between Gold and Silver, being in moſt Countries twelve to one, *viz.* one Pound of Silver for one Ounce of Gold wherein there is more operation than moſt men do imagine. For you cannot advance or inhaunce the one, but you abate and diminiſh the other, for they ballance upon this parallel. And whereas *England* by continuance of eleven to one hath been a great loſer of Gold; ſo now by advancing the ſame not only to twelve to one, but to thirteen $\frac{1}{3}$ for one, there hath followed a very great loſs of our Silver which is over much abated, as may appear if we do conſider that the French Crown of ſix Shillings was anſwered with ſix Shillings in Silver, and is now full ſeven Shillings and four pence; and our ſix Shillings in Silver are the very ſame: For twelve Ounces of Crown Gold of 22 Carrats at 3℔ 6ſ maketh 39℔ 12ſ, and 108 French Crowns, the which are made out of the pound weight of twelve Ounces at ſeven Shillings four pence, maketh alſo 39℔ 12ſ. Hereupon to equallize the Silver unto Gold again will breed a general inhauncing of things within the Realm, for the alteration of the meaſure of Moneys cauſeth the denomination to follow in number to make up the tale, which requireth great providence. For we find that other Nations perceiving our Gold to be inhaunced, have abated in the price of Exchange (according to which the prices of Commodities are ruled) ſo that the ſame goeth at 34 Shillings ſix pence, or 35 Shillings *Flemiſh* for our 20 Shillings Sterling, whereas before they did allow and reckon 37 Shillings and ſix pence or thereabouts, which is above our inhauncing of ten *pro cent.* and ought to be almoſt 38 Shillings, whereof our Mint-men can take no notice, much leſs our Gold-Smiths and Merchants, which either are ignorant, or wiſe in their own conceits; and it is a hard matter to find in one man that which belongeth to the profeſſions of many, and when it is found to imbrace it; for Wiſdom draweth back, where Blind *Byard* is audacious.

Proportion between Gold and Silver.

Exchange fallen by the inhauncing of Gold in the Low-Countries.

For mine own part, although it were to be wiſhed (which is not to be hoped) that we were of the *Scythians* mind, who contemned Silver and Gold as much as other men do admire the ſame: Yet ſeeing Money is by the judgment of the Wiſeſt ſo neceſſary to the Common-wealth, that it ſeemeth to be the Sinews of Peace, and (as it were) the Life and Breath of Warfare; I could not (if I were a Law-giver with *Lycurgus*) baniſh Gold and Silver as the cauſes of much evil, and bring in Iron in place, unleſs I might be perſwaded (as he was) of ſuch good ſucceſs againſt unrighteous dealings as iſſued thereby, but rather uſe the precious metals ſo conveniently as I might, and ſupply the defect with baſer Coin, whereunto theſe chief metals of Gold and Silver cannot ſerve without great loſs and inconvenience: Or elſe I would by the courſe of Exchange for Moneys, prevent all, and abound with Moneys and bullion, having ſuch ſtaple Commodities to procure the ſame withal, whereof other nations are deſtitute. Let us now therefore enter into conſideration with the Merchants Valuation in Exchange, which we have noted to be predominant and over ruling the Kings Valuation. For if the King do value a piece of Sterling Silver weighing about 4 Penny-weight at 12 Pence, it will be currant ſo within the Realm. But Merchants in Exchange will value the ſame at 11 $\frac{1}{2}$ Pence, and commonly at 11 Pence, and ſo it will be tranſported *in ſpecie* by a low Exchange, and the Commodities of the Realm will be ſold accordingly, as you may underſtand by the Declaration of Exchanges in our third part of this Book hereafter.

Merchants valuation predominant.

This Valuation of Merchants hath two handmaids beyond the Seas, which do advance the Forreign Coin in price, as we do by Exchange abate the ſame. For Merchants when they have occaſion to uſe any ſpecies of Coins for Tranſportation (as Dollers for the Eaſt Countries to buy Corn, or Royals of Plate for the *Eaſt-Indies*, or French Crowns for *France*) will give one, two or three Stivers or Soulz upon a piece to have the ſame, whereby other Merchants buying Commodities, will condition to make

make their payment in ſuch Coins accordingly; and ſo it goeth from man to man, by toleration which is called currant Money in Merchandiſe, or Permiſſion-Money, whereby the ſame are inhaunced two or three upon the hundred at the leaſt. This inconvenience ſeems to be remedileſs, as the Placcart of the Eſtates of the United Provinces declareth, albeit the courſe of it is beneficial unto them, and in regard of them may well be called Permiſſion-Money. For when they will not break the Coin of other Nations (as the manner is in all Mints) then it is rather valued above the value, which contenteth the ſaid Nations, and ſo is permitted to paſs between man and man, which draweth Moneys unto them which doth not endure long. For the laſt and third effect of Merchants Valuation between the Mint-maſters (who love to be doing) and the ſaid Merchants cometh in place, either by abating the price of the ſaid Forreign Coin by Proclamation, to avoid their hands of it, or to gather up Coins before they be inhaunced, dividing the benefit between them and the Financiers, who are Officers of their Treaſury, which is done with great dexterity every way; inſomuch, that when it ſeemeth they will not have Forreign Coin and to that end they undervalue the ſame; then have they their Exchangers or Brokers to gather up thoſe Moneys to be brought to their Mint, where they will give ſecretly a benefit, and help themſelves by the Shire, which cannot be done without private Authority: So that all things duely conſidered, there is nothing but the rule of Exchange to prevent and moderate all theſe inconveniences, which (to make men believe) is to undertake *Hercules* Labours; for herein doth the motion conſiſt, and *Motus major expellit minorem.*

Currant Money in Merchandiſe.

An. 1594.

Valuation altered by practice with Mint-maſters.

Touching the Proportion between Gold and Silver in valuation; albeit ſome are of opinion, That the ſame is not much material in the courſe of Traffick, yet experience hath ſhewed to us, that the contrary muſt be believed before their conceits: And whereas they have made obſervation upon my former aſſertion to this purpoſe, That *Spain* holdeth the Proportion of twelve to one, and *Portugal* holdeth but ten to one; they do not mark the reaſon added thereunto; which is, That between thoſe Kingdoms there are no Commodities to eſtabliſh any Traffick. So that Exportation of Silver for Gold, or Gold for Silver, is but a Permutation between them without any profit: But *England* and other Countries affording means to import abundance of Forreign Commodities, and Gold being with us in greater eſtimation than heretofore (being but of late years advanced from eleven to twelve for one, *viz.* From eleven Ounces of Silver to twelve Ounces of Silver for one Ounce of Gold) was continually tranſported in return of the ſaid Forreign Commodities, the exchange not anſwering the true value of the Gold: So that now when our Gold is yet more advanced, the Silver is thereby more abated in price, giving 13 $\frac{1}{2}$ for one: And therefore no marvel that Gold is imported unto us, and Silver is exported, there being a gain of above ten and twelve *pro cent.* And this loſs of Silver far exceedeth the Gold in value, becauſe in quantity there is in the World five hundred of Silver to one Gold: And if any Silver by accident be imported, it is exported again to the *Eaſt-Indies* and other places, they giving more for it than the price of our Mint; for gain is the commander of all.

Permutation of Moneys.

An. 1611.

Silver is 500 to one in quantity, by weight extant.

The Proportions uſed within the memory of man, are as followeth.

IN the Low-Countries they did reckon two *Phillip* Dollers, for the Emperors Royal of Gold, whereby one mark of Gold did countervail eleven mark of Silver, being eleven to one in the pound accordingly.

In *Spain* one of mark Gold was valued at 53 $\frac{1}{3}$ Peſos, every Peſo 450 Malvedeis; and every mark of Silver 2250 Malvedeis, maketh the mark of Gold to be but 10 $\frac{2}{3}$ valued by Silver: But the Spaniſh Piſtolets of twenty two Carrats fine, to eleven Royals, is eleven of Silver to one of Gold.

In *France* the mark of Gold valued at 74 Crowns, and the Silver at 6 $\frac{1}{3}$ Crowns, maketh the Proportion 11 $\frac{11}{19}$ parts, but valuing the French Crown at three Franks, is eleven to one.

In *England* the Angel at ten Shillings, and the Silver at ſixty Shillings the pound Troy

Troy of 12 Ounces, being that 6 Angels did weigh an Ounce, made alſo eleven to one.

In *Germany* one mark of Silver at 8½ Gold Guilders, maketh 11⅔ for one. But the valuation of Monies being altered, hath alſo altered the ſame.

In *Rome* the pound of Silver at 108 *Carlini*, and the Ducat of Gold 99¼ is 12 to 1. So at *Millain* the Ducat 112, and the Teaſton 28, is but 9⅓ for one. The Silver being ſo in requeſt there for the making of Gold and Silver thred, that is to ſay, Silver thred gilt and white. Now for all places of Momentary Traffique it is 12 to 1, and in *England* 13⅕ to one, as hath been declared.

The valuation of Forreign Coin of Gold and Silver, publiſhed in the United Low Provinces on the 21. day of July, 1622. *with the Orders eſtabliſhed by the Eſtates of the ſaid Countries, for the better obſervation of the ſaid valuation, which nevertheleſs are continually infringed from time to time: And the like is done in other Countries. So that to obſerve our own rule according to Equality and Equity, will be found the beſt and ſafeſt courſe of politique government.*

	Guilders.	*Stivers.*	*Flemiſh.*
The great GoldenRider of the United Provinces	11	6 *or* 37	*ß.* 8 *d*
The half of the ſaid Rider	5	13	18 — 10
The double Ducat of the ſaid Provinces with the Letters	8	10	28 — 4
The *French* Crown	3	18	13 — 0
The Piſtolet of *Spain* of four Piſtolets	15	8	51 — 4
The double Piſtolet of *Spain*	7	14	25 — 8
The ſingle Piſtolet after the Rate	3	17	12 — 10
The *Albertins* or Ducats of *Albertus* of *Auſtria*	5	13	18 — 10
The double Roſe Noble of *England*	18	12	62 — 0
The Roſe Noble of *Henricus*, *Edward*, and Queen *Elizabeth*	9	6	31 — 0
The *Henricus* Noble	8	6	27 — 8
The *Flemiſh* Noble Old and New of the United Countries	8	0	26 — 8
The Old Angel of *England*	6	4	20 — 8
The New Rider of *Guelders* and *Frieſland*	3	13	12 — 2
The Gold Guilder of thoſe Mints	3	2	10 — 4

All which Coins are to be weighed with their accuſtomed weight, and the remedy of two Grains and no more, with ſome little advantage over, or at the leaſt being within the reſt of the Ballance. Provided always, that the Coins of their due fineneſs, although they be lighter, ſhall be currant, paying for every grain wanting two ſtivers.

Silver Coins.

	Guilders.	*Stivers.*	*Flemiſh.* *ß.*	*d.*
The Lyon Dollar of the Low Provinces	2	0	6	8
The Rickx Dollars in general	2	10	8	4
The Croſs Dollar of *Albertus*	2	7	7	10
The *Spaniſh* Royals of eight	2	8	8	0
The Dollar of *Zeland* and *Friſe* with the Eegle	1	10	5	0
The Floren or Guilder of *Frieſeland*	1	8	4	8
The *Engliſh* Shilling, and of *Great Britain*	0	10½	1	9
The Mark piece or Thiſtle of *Scotland*	0	12	2	0
The Harp of *Scotland* and *Ireland*	0	8	1	4

And if any of the ſaid Pieces be found to want of their weight, and their appointed remedy, within the reſt of the Ballance, or ſome little advantage over, they ſhall be currant, paying for every grain wanting, 2 pence *Hollandts*, whereof 16 make 1 ſtiver, and the *Engliſh* Groats are made Bullion, or ſhall not be currant.

Small Monies for Ordinary payments.

THe Shillings of all the ſeveral Provinces reſpectively, and of the Mints of *Nimiguen*, *Deventer*, *Campen*, and *Swoll*——————6 Stivers.
The half Shillings after the Rate——————3 Stivers.
The pieces called Plabs of *Groninghen*, 4 Stivers,——the double——8 Stivers.
The twentieth part of the great Silver Royal——————2½ Stivers.
The double and ſingle Stivers of all theſe Countries——————2 and 1 Stiver.

The tenth to be received in Copper Mo-

1 Of all which ſmall Moneys for the payments of Rents, Intereſt, or abatement of the ſame, as alſo of all manner of Merchandiſe exceeding in one parcel the ſum of 100 Guilders, no man ſhall be bound to receive more than the tenth penny.

2 The Duyts according to the order of the Provinces made in the Provincial Mints, and none other, are as yet tolerated for a Duyt; and all other Copper Monies of the Provincial Mints are alſo tolerated to be paid out for one penny the piece, the 16 whereof make one *Hollandts* Stiver, and not above: Whereas we do intend hereafter to prohibit the ſame to be currant for any price, becauſe we will provide our ſelves forthwith with ſo much Copper Mony as the commodiouſneſs ſhall require.

3 We do alſo prohibit from henceforth any Copper Monies to be brought into theſe Countries above two Stivers, upon pain of 10 Stivers for every piece to be forfeited: And whoſoever ſhall iſſue any Copper Monies above the ſaid price, ſhall incur the like penalty of ten Stivers for every piece.

All other Coins made *Bullion* to be Molten.

4 And all the ſaid Coins ſhall be currant in theſe Provinces for the prices aforeſaid, declaring all other pieces for *Bullion*, which by this our Proclamation are not valued, prohibiting any of the ſaid pieces to be offered or received; as alſo to preſs any of thoſe which are valued, to be paid at a higher price than they are valued, and alſo offer to put forth other Coins of Gold and Silver valued, which are clipped, waſhed, broken, mended, neiled, or otherwiſe augmented in weight, upon forfeiture of all the ſaid Coins ſo to be offered at higher rates than this Proclamation doth permit: And if the fact be not inſtantly diſcovered, to forfeit the value thereof, and moreover the quadruple or the value thereof, or 24 Guilders in lieu thereof, if the ſaid Coins did not amount to ſix Guilders for the firſt time, the ſecond time double, and for the third time quadruple; and moreover arbitrable correction according to the quality of the fact.

5 Without that any diſtinction ſhall be made, whether the ſaid Coins were inſtantly paid from forrein parts, or ſent from ſome one Province or Town into another; in which caſe, if the Receiver thereof will be freed of the ſaid forfeiture, he is to give notice of it within 24 hours after the receit thereof, unto the Magiſtrates or other Officers to be thereunto appointed, to the end they may proceed therein againſt the ſender of the ſaid Coin, as it ſhall or may appertain.

6 Yet ſhall the ſaid Receiver keep the ſaid Coins wholly to himſelf, if the ſaid Monies be ſent unto him in payment of a former debt, and nevertheleſs have his action againſt the party for ſo much as they ſhall want of the ſaid valuation: and if the ſaid Coins be ſent for any debt as yet not due, or to be made, the ſaid Receiver ſhall reſerve to himſelf ſo much as the ſaid forfeiture cometh unto, and the remainder ſhall be delivered unto the ſaid Magiſtrate or Officer.

7 The Magiſtrates in places alſo where all ſuch Monies are ſent at a higher rate than the ſaid Proclamation, ſhall be bound to make good the inhauncing unto the Receiver to whom the ſaid Monies were ſent; yet ſo, that they may re-demand the ſame of the Magiſtrate of the place from whence the ſaid Coins were ſent, who ſhall alſo inſtantly re-emburſe the ſame, and have power to recover it, with the forfeitures thereto belonging, and hereby ordained againſt the perſons and goods of thoſe who have ſent the ſame at a higher price.

8 All which ſhall be obſerved from the one Province unto another, or the Counting-houſes of the Generality, wherein they ſhall be aiding and aſſiſting each other, to maintain the ſaid Proclamation accordingly.

9 And

9 And we do intend that the ſaid forfeiture ſhall be impoſed as well upon the receiver as upon the payer, every one to the full, unleſs one of the parties did forthwith denounce the ſame to the Magiſtrates; in which caſe, whether it be the receiver or payer, he ſhall be quit and free of the ſaid forfeiture, and moreover enjoy one third part of the offenders forfeiture.

10 Prohibiting and expreſly commanding, That no man from henceforth ſhall preſume to buy or ſell any Wares or Merchandiſes, or deal for Monies by exchange or intereſt, nor buy new or old rents, or otherwiſe deal and negotiate than according to the ſaid price and valuation of Monies of this our permiſſion and ordinance, upon forfeiture of the ſaid ſums, and moreover quadruple the value thereof.

11 Our intention being, That no payments of Impoſts, Demeſnes or Revenues of Lands, Towns, Villages, Contracts of Merchandiſes, Hires, Rents, Intereſt, or any Debts ſhall be paid, than according to this our valuation, to wit, every Guelder with the one half of a Lion Dollar, and one pound *Flemiſh* with three Lion Dollars, or with other Coins of Gold and Silver according to their intrinſick value, as the ſaid Lion Dollar, or the great Golden Royal now containeth. After which two (as being chief and Standard pieces) all the precedent Monies of Gold and Silver are valued, without that it ſhall be lawful for any man to make any lighter payment than according to the ſaid valuation, upon pain the ſame to be void, and no courſe of Law to be miniſtred thereupon, and moreover to incur the penalty in the next Article mentioned: According to the which, all Courts of Juſtice, Magiſtrats of the Bench or Judgment Seats, and all other Juſtices are to pronounce their Sentences, and to make their Decrees, notwithſtanding any treſpaſs, which contrary to our intention or expectation might be practiſed, or at any time be put in ure, Cancelling from henceforth all thoſe which are contrary to the ſame, forbidding any execution, depoſition of Monies, or other courſes of Juſtice to be done thereupon: Declaring moreover, that all ſuch Judges as ſhall have pronounced the Sentences, and the ſaid Officers that ſhall have aſſiſted therein, ſhall therefore forfeit and incur the penalty of five *Netherland* Golden Royals for every perſon at every time.

Standard pieces of the united Low Provinces, 1622.

12 And to the end that the ſtability and certainty of this valuation (which We have taken to heart, and in ſingular commendation, and intend further to care for) may take the better effect, we do ordain, That inſtantly upon the publication of this Proclamation, whereof mention is made in the latter end, all Officers being in any Office, Eſtates and Offices High and Low, Civil or Military, of Countries, Towns, Members of Colledges, or particular Lords within the ſaid united Provinces, ſhall take their Solemn Oath for the performance of the ſaid Ordinance, to cauſe the ſame to be maintained and obſerved, for ſo much as any ways may concern their Offices and Commands.

13 And if any of the ſaid perſons ſhould perchance be found forgetful, and to have tranſgreſſed the aforeſaid points, in the paying out or receiving of Coins not permitted by this our ordinance, likewiſe of Clipped, Waſhed, Cracked, Mended, Nealed, or otherwiſe augmented Coins in weight, or giving them in payment at a higher price than this our ordinance; We do order and eſtabliſh, That all the ſaid forfeitures committed and to be committed, ſhall reſpectively be paid double. And Moreover, if they iſſue any Coins made *Bullion*, or other Monies above their value, they ſhall be deprived of their Offices upon the verification of the fact, without any pardon to be obtained for the ſame.

14 And the better to bring this ordinance in courſe, we do prohibit all Treaſurers, Receivers, Rent-gatherers, their Deputies or Clerks, and all other perſons being in publique Service or adminiſtration, to pay any of the ſaid Monies by aſſignation or otherwiſe, but to return the ſame where they have been received, upon the forfeitures aforeſaid, unleſs it were that the aſſignment were made upon publick Counting-houſes or Banks, and not upon particular perſons, as Farmers, Collectors, and the like, being likewiſe bound by the ſame Oath: But this is to be done but once by him upon whom this ordinance falleth out, and no farther.

15 And to diſcover the offences which they might do in their payments, we do order, That inſtantly when any payments are made, they ſhall indorſe upon the acquittances and diſcharges of their payments (amounting to the ſum of one hundred Guilders) the ſeveral ſpecies of Gold and Silver wherewith they have made the ſaid payments, and the price according to which they have paid the ſame, with mention alſo of the Grains which are wanting and paid for, to be ſubſcribed by him that hath received the ſame, and to the end that upon their accounts notice may be taken thereof, upon forfeiture that the ſaid acquittances or diſcharges ſhall not be allowed, and whoſoever doth receive the ſaid ſpecies, and not under-write the ſame, ſhall forfeit the fourth part by him received.

16 Commanding the Auditors (reſpectively appointed) to take the accounts of the ſaid Accomptants, to govern themſelves accordingly, and not to allow of any acquittances or diſcharges than is aforeſaid, but by the ſaid acquittances to find out the offendors.

Marking and weighing of forrein ſilver

17 Moreover, the ſaid perſons are bound, that whenſoever any Coins of Gold ſhall be received by them, which are too light, they ſhall with a Poncheon mark the ſame; and upon the Silver Coin they ſhall for every farthing or eight Grains which the piece is too light, put upon the ſaid piece one Grain or round O before they iſſue ſame, upon forfeiture of half a Ryder for every piece.

18 They ſhall alſo for thoſe to whom they ſhall pay any Monies, have in readineſs Balances and Weights in the places where they keep their Banks, upon forfeiture of half a Ryder for every default to be made therein.

19 And all the ſaid countable Officers, as well general as particular, ſhall be bound to have this our Ordinance with the figures always ready upon their Banks or Counting-houſes, as alſo a Proclamation fit to be affixed in Print, declaring the valuation of the ſaid Coins, to the end every man may govern himſelf accordingly, upon forfeiture of five *Netherland* Ryders to be paid as often as they ſhall be found without them in their ſaid Offices or Counting-houſes.

20 Prohibiting all Receivers, Bankers, and Exchangers, their Deputies and Officers, together with all Merchants and other perſons of what quality or condition ſoever, to cull out any Monies, to ſeparate the light ones for to be iſſued, and with the weighty ones to make a benefit, upon forfeiture of five and twenty *Netherland* Ryders.

21 Prohibiting alſo, that none of the Coins of Gold and Silver which are valued by this our Proclamation (unleſs it be the *Spaniſh* Royal of 8, with his proportions) ſhall be delivered into any Mint to be molten: to which end we command all the Mint maſters of theſe Provinces, that they do not receive any of the ſaid Coins for to melt them; And if any be ſo brought unto them, to detain the ſame, and to give notice thereof to the Generals of the ſaid Mints, to proceed therein as it ſhall appertain. And whoſoever ſhall be found to go about to ſell the ſaid Coins, or hath ſold or broken the ſame, we will have the ſame to be forfeited, and the double thereof over and above.

There will be no cauſe to do it.

22 Prohibiting alſo the importation of any Coins, not valued by theſe Preſents, either of Gold or Silver to be brought in, for to be diſtributed.

23 And for the better diſcovery of the ſaid firſt authors or importers of prohibited Coins, We do cammand all our Officers to do their utmoſt endeavors to inquire of thoſe with whom they ſhall find any of the ſaid Coins, of whom they had the ſame, and ſo from perſon to perſon, until the firſt importers, cauſing them to be puniſhed as aforeſaid, unleſs ſome can name his firſt Author, wherewith he ſhall be cleared of the ſaid forfeitures: And if he do voluntarily accuſe his author, he ſhall injoy the one third part of the ſame, and the ſaid firſt importer ſhall be baniſhed out of all the ſaid Provinces.

24 If any Officers ſhall make doubt, that any of the ſaid perſons have not dealt well, or miſ-behaved themſelves, then ſhall they, with the Magiſtrate, have authority to put them to their Oath, of whom they have received the ſaid Coins, and at what price they have received and paid out the ſame: And if he deny to declare the ſame

by

by Oath, he ſhall be taken as convicted of the ſaid treſpaſs, according to this Ordinance; But if without equivocation he will roundly declare the truth, whereby the fault ſhall appear, he ſhall be pardoned of the forfeiture, and alſo enjoy one third part of the offendors penalty, if it be to be had.

25 Alſo in like manner they may, and we do authoriſe them by theſe preſents, to ſeiſe and open coffers, truſſes, and the letters of Meſſengers, where they have ſuſpition to contain any coin; Provided always that the ſaid opening be done in the preſence of him to whom the ſaid Coffers, Truſſes, or letters were directed, if they can inſtantly come at them; beſides ſome one of the Magiſtrates where the ſaid ſeiſure is made, to the end that thereby the name may be known of him who hath ſent the ſaid Monies at higher prices, and to none other effect.

26 All which penalties and forfeitures ſhall be diſtributed, the one third part to the poor of the Town where the penalty falleth, and the other third part to the accuſer, and the other third part to the Officer who ſhall challenge the execution to be done; unleeſs it were that the ſaid forfeitures did exceed the ſum of five thouſand Guilders: in this caſe the one half ſhall be for the benefit of the Common Cauſe, and the other half to be divided proportionably between the ſaid three parties. And to the end the accuſer ſhall do his uttermoſt diligence herein, his name and perſon ſhall be concealed ſo long as poſſible it may be.

27 And herein we underſtand, That not only the perſon which hath committed the ſaid treſpaſſes ſhall be ſubject to anſwer for himſelf, but alſo for them of his Family: The Husband for his Wife, the Parents for their Children, the Maſters and Miſtreſſes for their ſervants, Men or Maids, unleſs it were the ſaid ſervants had done the ſame without their privity or knowledge.

28 And to the end that this our preſent ordinance may be kept and fully accompliſhed in all her points; We do order and command all the officers of our ſaid Provinces, and every one in his office, to have an eſpecial care and regard of the infringers and Tranſgreſſors of this our Ordinance, and to bring them before the Magiſtrates of their juriſdiction: Without that the ſaid forfeitures be any ways diminiſhed, upon penalty to be depoſed of their ſaid offices, and ever after to be diſabled to ſerve in any office, without that they may excuſe themſelves by ignorance, or by a general tranſgreſſion of our Ordinance; which excuſe ſhall not be available unto them, but Our intention is to puniſh them for their negligence and ſloath.

29 We do further command all Magiſtrates and Juſtices, That ſetting aſide all other buſineſſes and affairs, they do proceed herein ſummarily, only the truth of the fact being known, to the condemnation of the tranſgreſſors, as ſoon as by two Witneſſes they ſhall be convicted. And herein ſhall the teſtimony of the like Offendor be admitted, and their ſentences ſhall be without appeal or any prejudice.

30 We will and command, That whenſoever it ſhall manifeſtly appear that the perſons have tranſgreſſed, and are found upon the fact, or that by two Witneſſes the ſame can be proved againſt them, the Offendor ſhall be bound to depoſit the ſaid Forfeitures before he ſhall be admitted to defend himſelf by the Law, whereunto he is to be compelled inſtantly, by the apprehenſion of his perſon, and otherwiſe: And if it be found that he is not able to pay the ſaid penalties, he ſhall be puniſhed by corporal puniſhment, as the cauſe ſhall require.

31 The Judges and Magiſtrates ſhall have no authority to diminiſh or moderate their decrees and ſentences concerning the ſaid penalties, upon forfeiture to pay themſelves the double value thereof: And if any of the ſaid Offendors ſhall obtain of the higher Powers any favor or abatement, yet ſhall they be bound to ſatisfie the Accuſer and Officer for their ſaid part proportionably, according to the ſaid forfeitures.

32 And to the end that our Ordinance may be better obſerved, we do will and order, That the Councel of State of the ſaid Provinces united ſhall call before them the Receiver General of the ſaid *Netherlands*, the Receiver of the Contributions, Confiſcations, and other ordinary means which are letten to Farm, or to be collected, together alſo with the Commiſſaries, Clerks and ſervants of Counting-houſes, as

alſo

alſo the Commiſſioners of Muſters, Amunition, and Waggons, and to cauſe them ſolemnly to ſwear to obſerve and keep all the points and Articles of our ſaid Ordinance.

33 The Council of State alſo ſhall appoint Commiſſioners for Muſters, to take by the courſe thereof the Oath of all Colonels, Maſters of Horſe, Captains, Lieutenants, Enſign-bearers, Serjeants, Clerks, and Solicitors of Companies in our ſervice Military: Which Oath being taken, ſhall forthwith by form of Act be ſent unto the Council of State.

34 Likewiſe that the Councel of Admiralty, the Officer of Convoys, Maſters of Licenſe, their Commiſſaries, Clerks and Servants, and others that are accountable, ſhall do the like.

35 We do further order, That the Committees of our Councel, Councel Provincial, or of finances of every reſpective province, for themſelves, or their Committees ſhall call before them all accountable Officers, as well Stewards of the demains and ſpiritual livings, Receivers of the ordinary means, Collectors of Tolls, and all others, with their Clerks and Servants, which have the managing of Coins of particular provinces. *Item* the Regiſters and Secretaries, Advocates, Proctors, Warders of Colledges, Courts, and Chamber of Finances, to take the aforeſaid Oath.

36 The Committees of States, and their Deputies or Council Provincial, ſhall have care alſo, that all the Towns and Villages of the ſaid reſpective Provinces, ſhall take the ſaid Oath before them that are accuſtomed to take the ſame: And where the ſame cannot conveniently be done, the ſaid Committees of States, their deputies and Provincial Council, ſhall appoint in all Towns and Villages ſome perſons to take the ſaid Oath, before the Borough-maſters, Magiſtrates, Treaſurers, and Secretaries of the ſaid Towns and places. Alſo the Governors of the *Eaſt-India* Company, and all-other Companies already erected, or which hereafter ſhall be erected, as alſo all Treaſurers, Receivers, Rent-gatherers, and their Committees, or Clerks of Lords, Princes, Earls, Barons, and other higher powers: *Item*, all Deacons of Churches, Maſters of the Hoſpitals or Orphants, Almoners, and all thoſe that ſerve in Alms-houſes, Houſes of Correction or Colledges, and their ſervants. *Item*, all Bankers of Monies, their Deputies and Servants, all Maſters of Corporations or Societies, Maſters of Handicrafts-men, or Trades, ſuch as live by Rents, Merchants in Groſs or by Retail, Shopkeepers, Brewers, Wood-mongers, Herring-mongers, Cheeſe-mongers, Dyers, Beermongers, Inn-keepers, and Tapſters, and all thoſe that uſe any Trade: *Item*, all Chamberlains and Notaries reſorting under them, Collectors of ſmall duties, Farmers, Impoſt-maſters, and of Conſumptions, Tole-gatherers, Gatherers of Poundage, Brokers, and their Committees, Clerks and ſervants within Towns and other places reſiding reſpectively under them. And further all thoſe that the Magiſtrate of every Town, place, or Village ſhall hold convenient, or judge to be neceſſary, ſhall take the ſaid Oath, upon penalty (in caſe of refuſal) to pay every day three Guelders ſo long as they do not perform the ſame according to the Proclamation: and moreover to loſe their freedom of a Citizen, and of their Trade, Office, or Traffick; ſo as no man ſhall be admitted unto his Office, Trade or Traffick to exerciſe the ſame, until he have firſt (in conformity of our ſaid Proclamation) taken the ſaid Oath.

37 We have alſo concluded and thought good, That the Council of State, the Council of the Admiralty, the Committees or Deputies of the ſaid reſpective Provinces, and all Courts of Juſtice, ſhall promiſe under their Signature, upon the Oath they took at the entrance of their Office, to keep all the ſaid points and Articles, none excepted. And the ſaid Courts of Juſtice, ſhall (in form of Act) ſend the ſaid Oath of all the ſaid ſeveral perſons mentioned in the former Article to the ſaid Lords, Eſtates of the ſaid reſpective Provinces, or in their abſence to the Committees or Deputies of States, within fourteen days after the publication hereof: Which Committees or Deputies of States ſhall within other fourteen days after that, ſend the ſame unto the Eſtates General, to know thereby that this our Ordinance is received, and the obſervation thereof Eſtabliſhed: The like is to be done by the Council of State, or of the

Admiralty

Admiralty and their Committees or Deputies, and others within the time aforeſaid.

38 Over and above all the aforeſaid Oaths, to be done reſpectively by every one, the ſaid Privinces have mutually promiſed, and by theſe preſents do promiſe each to other, to obſerve and cauſe to be obſerved the ſaid Proclamation in all and every point and Article, without any alteration to be done therein, making void and annihilating from henceforward all particular grants, conſents, ordinances, priviledges, permiſſion or command, which (contrary to the ſaid valuation) in part or in the whole, by any of the ſaid Provinces, Towns, Colledges, and Magiſtrates, or other members of the ſame, might be given and granted, being oppoſite to the common good and welfare of the Country.

39 Alſo becauſe that hereby the ſaid valuation is much eaſed, for the multitude of Coin, whereby it is apparent, that many Coins of Gold and Silver *Bullion* ſhall be incident in theſe Provinces, to the end our inhabitants be not overmuch charged with the ſame, but with the leaſt grievance might be freed thereof; We will and command the Generals of Mints, inſtantly and with all ſpeed, to take care that in all Towns of theſe united Provinces, with the approbation of the Magiſtrates reſpectively, where there are no Banks of Exchanges, nor Exchangers, there be appointed one or more perſons of credit and reputation (as the convenience of the place ſhall require) to be Exchangers: And in places where ſuch perſons are to be found as are fit thereunto, that the Magiſtrates ſhall procure them, and give them honeſt recompence, and to furniſh them with convenient inſtructions and commiſſions, unto whom or into the Mints, every man having *Bullion* ſhall deliver the ſame, as is mentioned in the Manuals thereof: Prohibiting unto all men that are not authoriſed thereunto, not to meddle with any Exchanging function directly nor indirectly, upon forfeiture of fifty *Netherland* Golden Ryders *in ſpecie* for the firſt time, and double the ſecond time, beſides arbitrable correction: The one third part to the benefit of the Officer, the other third to the accuſer, and the other third to the Exchangers of the place where the ſaid penalties or forfeiture ſhall happen.

40 And for the better obſervation of this preſent Ordinance and Command, We do order and Command, That the ſame ſhall be publiſhed in all accuſtomed places where Proclamations are made, every three Months preciſely, and as often as occaſion ſhall require to be renewed and publiſhed; requiring therefore the States of every reſpective Province, and their Committees or Deputies of States to cauſe the ſaid publication to be done at the days nominated.

41 Finally, albeit We have cauſed the ſaid valution to be eſtabliſhed upon a firm and ſure ground, without limitation thereof to any time certain: Nevertheleſs to accommodate, and for remarkable reaſons, We have condeſcended and tolerate, that the following ſpecies of Gold only and none other, ſhall be iſſued and received for the prices hereafter, until the laſt of *September* now next inſuing.

42 Provided always, That all Sentences pronounced before the date of theſe preſents, for the payment of any Monies, according to the permiſſion of that time, ſhall remain, and be maintained and ſatisfied, according to the tenor thereof; without that by the ſaid valuation, or following toleration, any thing to the contrary ſhall be innovated or aboliſhed.

43 Alſo during the ſaid toleration, no Coins to be paid for Lands or Heritages, or Rents upon Bills, or payments upon Obligations (until *January* laſt) ſhall be drawn againſt the will of the party to the ſaid prices of toleration, but are to be performed according to this preſent valuation.

44 Likewiſe the ſaid Banks of Exchanges, ſhall have no power to take in payment the ſaid Coins at higher prices, nor to iſſue the ſame otherwiſe than the ſaid final valuation, and not according to the following toleration, which (as unneceſſary) are here omitted, the time being expired.

Obſer-

Obſervations concerning the ſaid Proclamation and Ordinance.

THatt he manner of Popular Governments in their Proclamations, Placcarts, Edicts, and Ordinances doth much differ from the Proclamations which are made in Monarchies, where Magiſtrates and Judges are of greater reputation and dignity, according to their Royal Parliaments.

That in the year 1594, all Mints ſtood ſtill for one whole year to prevent the inhauncing of Coyn between man and Man: And the ſaid States did declare, that it was not in their power to reform the ſame, ſo long as the 17 *Netherlands* were divided; every one claiming as abſolute Authority as the other, as members of one Body. And that now they have deviſed a courſe to make their Proclamations effectual within the United Provinces, to their great benefit, if we will conſider the nature of the former valuation of Coins made by Princes and Merchants, with their ſeveral Branches, which by policy are made inconſtant. And *Germany*, *France*, and other Countries, have not as yet taken any courſe in their Monies, anſwerable thereunto.

That the Lyon Dollar, and the great Golden Royal of the ſaid United Provinces are valued and made the Standard-pieces of all the Gold and Silver Coyns made currant by this Proclamation. And that all other Coins of what Kingdoms or States ſoever are made Bullion, and not to be currant within the ſaid Provinces.

That Silver Coins ſhall be weighed as well as the Gold, whereby a more certainty may be made in the calculation of the Par for exchanges, the rather for that their ſpecies, are far leſs in number, and the proportion between Gold and Silver can be better diſcerned; yet without the rule of exchanges by Bills, ſtill great advantages may be taken by one Nation againſt another.

The Coining of Monies is a mark of ſoveraignty, ſo that the melting of Mony is a great matter of State.

That the ſcope of this Proclamation is to ſet their Mints on work, by aboliſhing all the ſeveral Coins of Gold and Silver of all Kingdoms not valued or made currant thereby, which may be ſeen by the former declarations of their weight and fineneſs; in ſo much that whereas in the year 1586, when the Earl of *Leiceſter* went over to take the governments of thoſe Countries, by the direction of the late Queen *Elizabeth* of bleſſed memory, the Lyon Doller, (made now to be the Standard-piece) was valued at thirty ſix Stivers, and the *Engliſh* Shilling (which is now requir'd to be delivered by weight) was valued at ten Stivers: And now the ſaid Lyon Doller (albeit decreed after the former inhauncement) is ſtill valued at forty Stivers, which is one ninth part increaſed, according to which the *Engliſh* Shilling ought to be increaſed alſo $\frac{1}{9}$ part, which for 10 Stivers would be 11 Stivers and $\frac{1}{9}$ part, whereas the ſame is inhaunced but to 10 Stivers and one half, and no more. The difference in Exchange (according to valuation) being in the one after the rate of 35 of their Shillings, for our 20 Shillings, and in the other above 37 Shillings in the main Standard-Coin, and much more in the ſmaller Coins; whereof more hereafter concerning Exchanges.

Decreed four upon the hundred.

The like conſideration is to be had for the valuing of Moneys of other Countries, whereby Authority will rule their own, and not according to the rule of other Nations, but by equality and equity, which no Nation can control or contradict: Wherein conſider we likewiſe the Standard pieces of the late Arck-Duke *Albertus* of *Auſtria* for the United Provinces, declared by their Proclamation in the year 1611, and we ſhall find the like ground and foundation to their advantage, albeit they ſeem to find fault with the diſorderly courſe of Monies, which is one of the greateſt Policies in State-affairs. The ſaid Arch-Duke made (as now the States have done) his own Coins of Gold and Silver for Standard pieces, namely the double Ducat of 23 Carrats, 3 $\frac{1}{4}$ Grains of Gold, at 7 Guilders and 18 Stivers: And the pieces of three Royals, at 15 Stivers of ten Ounces and 18 Grains fine, by their calculation in the Pound weight Troy. And by theſe means there is a new foundation laid down for Monies in the ſaid 17 Low-provinces, where heretofore they always had the *Phillip* Doller of ten Ounces fine, and the Emperors Royal of Gold of 23 Carrats 3 $\frac{1}{2}$ Grains fine for their Standard pieces. *Qui vadiè planè vadit ſant*, taketh not always place.

Modern and ancient ſtandards of Gold and Silver.

Laſtly

Laſtly, that the Mints of certain Lords are called Hedge Mints, which are not under their command, as *Batenborg*, *Heall*, *Bargen*, *Vianen*, *Gronſwelt*, *Rechein*, *Gevarden*, *Stenwart*, and others, may follow their own courſe in the Coining of Monies, and by the means of commerce alter all theſe ordinances. For in the ſaid year of 1586 all the ſaid Forfeitures and Penalties were far greater, and the melting down of Queen *Elizabeth* her Coin was prohibited upon pain of death and goods; yet all was neglected, and came into diſorder by command of Gain, which being taken away by a true courſe of exchange, is the only remedy to make the effects to ceaſe, and all other means are fallacies, and to be abuſed, *&c.* Hedge Mints.

CHAP. X.

Of the Laws and Prohibitions againſt Uſury.

MAny are the Authors which have written againſt Uſury in all ages, every man according to his Profeſſion, moſt eſpecially the Divines, who have the word of God for their Warrant, wherein alſo the Ancient Fathers have been very ſtrict to conſtrue the ſame accordingly, making any thing taken above the Principal to be Uſury, becauſe the very word of Uſury in the Hebrew Tongue is called a Biting, of this word *Neſhech*, which is nothing elſe but a kind of Biting, as a Dog uſeth to Bite or Gnaw upon a bone, ſo that he that Biteth not, doth not commit Uſury; for Uſury is none other thing than a biting, as I ſaid of the very Etymology and proper nature of the word, otherwiſe it cannot be called *Neſhech*, as the *Hebricians* ſay. Definition of Uſury.

According to the definition then of Biting Uſury, we are to proceed in this diſcourſe, after that we have briefly declared the Laws and Prohibitions againſt Uſury, wherein we muſt begin with the Holy Scripture, obſerving theſe places.

God ſaith in the 22 of *Exodus If thou lend Mony to any of my people that is poor by thee, thou ſhalt not be an Uſurer unto him, neither ſhalt thou oppreſs him with Uſury.* In another place, *If thy brother be waxen poor, and fall into decay with thee, receive him as a ſtranger, or a ſojourner, and let him live by thee, and thou ſhalt take no Uſury of him, nor yet advantage, but ſhalt fear thy God, that thy brother may live with thee. Thou ſhalt not lend him thy Mony upon Uſury, or lend him of thy food to have an advantage by it.* Add unto this the places noted in the Margin, and ſo let us come to the Holy Ancient Fathers. St. *Jerom* ſaith, there is no difference betwixt Uſury, Fraud, and violent Robbing. St. *Aug.* ſaith, An Uſurer is he (ſaid to be) who doth demand more in Mony, or any thing elſe, than he hath delivered: According to which the ſaid St. *Jerom* alſo ſaith, That ſome do think Uſury to be only in Mony; but let them well underſtand, that Uſury is an Overplus in any thing above that which was lent. St. *Ambroſe* likewiſe ſaith, If any man take Uſury he doth commit Extortion, Rapine, and Pillage, and ſhall not live the life; as who ſhould ſay, he ſhould die therefore. To omit many other of the ſaid Ancient Fathers, St. *Bernard* ſaith, that the Uſurer is a Thief in law, becauſe the Civil Law telleth him before hand what it is that he muſt rob from others, as who ſhould ſay ſuch Laws as permit Uſurer are lawful thieveries. Hereupon the Canoniſts have made Uſurers to be defamed perſons: And if any man make (by his laſt Will and Teſtament) any goods unto them, the Teſtament may be broken; neither are they to communicate with Chriſtians, or to enter into their Congregation to offer any oblation; and Holy Scripture. *Levit.* 25. *Deut.* 23. *Pſal.* 15. *Ezech.* 18. *Matth.* 5. *Luke* 6. Ancient Fathers. *Amb. de bono mortis.* Canon Law.

when they are dead, they ſhould not be buried in Chriſtian Burial, and if they be, the doers thereof are excommunicated.

Decretals. Decretals and Clementines, made by divers Popes, are directly againſt Uſury. *Alexander* the Pope doth ſtrictly forbid all Uſury, not only unto the Clergy, but alſo unto the Laity. In the Book of *Sextus Decretalium*, *Gregory* the tenth Biſhop of *Rome* of that name, ſaith, We (being deſirous to ſtop the Gulf or Whirl-pools of Uſury, committed, which doth devour Souls, and utterly waſteth wealth) do command upon the threatnings of Gods Curſe, that the Conſtitution of the latter Council ſet forth againſt Uſurors be without any violation at all, fully and wholly obſerved: And thereupon a Prohibition is made, That no Corporation, Colledge, or Univerſity, ſhall let any houſe or dwelling place to any ſtranger Uſuror.

Civil Law. *Baldus* the Civilian ſpeaketh bitterly againſt Uſurors in his Book of Councels, ſaying, That Uſury is a gainful Piracy, contrary to Nature, upon the loan of any thing that conſiſteth upon Number, Weight, and Meaſure. *Bartolus* ſaith, that all Uſury is utterly forbidden, and offenſive to God and man: So doth *Panormitane*, and divers others learned in the Civil Law.

Ariſtotle. *Ariſtotle* in his Politicks ſaith, That ſuch Mony as bringeth forth Mony through Uſury is an ugly beaſt that bringeth forth Monſters from time to time, ſuch as are not in Nature.

The *Romans* being in their moſt flouriſhing eſtate, made a Law by their twelve Tables, that no man ſhould put forth Mony upon Uſury, but after one in the hundred, called *Fœnus unciarium*, whereas before that time, rich men might take at their pleaſure. Afterwards it was ordained at the intreating of the Tribunes to take an ounce and a half, and that was thirty ſhillings in one hundred pounds: After that it came to four in the hundred, called Triens: And laſt of all to 6 in the hundred, called Semiſſis. And yet all theſe alterations and diverſities of ſuffering in Uſury notwithſtanding,

Genitius Law. one *Genitius* a Tribune publiſhed a Law, That it ſhould not be lawful for any man to be an Uſurer at any hand, or by any manner of means; and ſo by all devices that might be, it was utterly forbidden by divers Edicts and Proclamations, which being often repreſſed, did yet notwithſtanding break out by wonderful ſtrange means. Wherefore *Tiberius Cæſar* to remedy this evil, and that no Uſury ſhould be uſed, he cauſed a Marvellous Maſs of Mony to be laid in bank, to the Sum of two Millions and an half of Crowns, being 500000 pounds *Engliſh* or *Sterl.* and took order that

Cornelius Tacitus. every man ſhould have credit for three years without paying any Uſury at all, putting in ſurety for the double value of that he borrowed. And *Cornelius Tacitus* (a renowned Writer) ſaith, The Canker of Uſury is an old venemous ſore, and the chiefeſt head and cauſe of Rebellion and variance in Countreys and Common-Weals; and therefore it was altogether baniſhed in the old time, when leaſt corruption of Life appeared amongſt men. *Lucullus* ſo hated the exceſſive dealings of the Uſurers, that whereas all *Aſia* was overwhelmed with Uſury, he cleared the ſame utterly from all Uſurers. And ſo did *Cato* in *Sicilia*.

Empe.ours. *Antoninus Pius*, *Alexander Severus*, *Claudius Veſpaſian*, *Leo*, and divers other Emperors did reſtrain the covetouſneſs of Uſurers from time to time: And the Emperor *Charles* the Fifth (of late years) at an Aſſembly at *Auguſta* in *Germany*, did conclude with the aſſent of the whole Empire, That no manner of Contract that had any fellowſhip with Uſury ſhould be allowed; but rather that all Uſury ſhould be avoided for ever, and be never more uſed, and if any were found to have made any ſuch Contract, the ſame man to forfeit to the Magiſtrate or ordinary Judge, the fourth part of his principal Sum.

Philoſophers, and Orators. *Plato* the Philoſopher warneth among other things, in his fifth book of Laws, That no body, whatſoever he be, that will bear the face of an honeſt man, do let out his Mony for Uſury or Gain. The like, ſaith *Cicero*, and many other learned Philoſophers and Orators, as we have noted of *Ariſtotle*.

Law-givers. So did divers Law-makers baniſh Uſury, and utterly ſuppreſs the ſame; as *Lycurgus* in *Sparta* among the *Lacedemonians*, *Amaſis* in *Egypt*, *Solon* in *Athens*, *Sergius Galba* in

in *Africa*, being governour unto the Emperor *Claudius*, and divers others. So that Uſury is condemned and forbidden by the holy Scripture, the Imperial Laws, Civil and Canon Laws, ancient Fathers, Decretals, Learned Philoſophers, eloquent Orators, Hiſtoriographers, and Law-givers. The conſideration whereof cauſed me (ſome years ſince) to write a ſmall * Treatiſe of the operation of Uſury in Kingdoms, States, and Common-weals; ſhewing (although allegorically) the effects of it, with the ſix members of every Common-wealth; which are Clergy-men, Magiſtrates, Noblemen, Merchants, Artificers, and Husbandmen, by overthrowing the harmonical Government of them, by too much inriching ſome, and by oppreſſing and impoveriſhing ſome others, bringing the inſtrument out of tune, when as every member of the ſame ſhould live contented in his vocation, and execute his charge according to his profeſſion, whereby all things ſhould be governed in the beſt and moſt aſſured manner that can be deviſed, and (as it were) ſeeking a kind of certainty in uncertainties, which is termed (Policy:) For all worldly and tranſitory things being mutable, maketh the World properly to conſiſt of diſcord and diſſention, a very uncertain ground to build upon, and yet a certain equality and concord is required in every well governed Common-wealth, the Prince and Governour having the diſpoſing both of the one and the other: Equality concerning Traffick and Commerce betwixt his Dominions and other Countries; and concord amongſt the members of a Common-wealth, when every member thereof doth live contentedly and proportionably in his vocation. Both theſe are confounded by intolerable Uſury, which is deſcribed under the invented Hiſtory of St. *George*, whereby our Saviour Chriſt was prefigured, delivering the Virgin (which did ſignifie the ſinful Souls of Chriſtians) from the Dragon, or Devils power. So by the Perſon of Saint *George* is underſtood the Kings Authority, armed with the right armour of Chriſtians, who with the Sword of the Spirit of Gods moſt holy Word, Explained and Corroborated with ſeveral other Laws, ſignified by the Pybald Horſe whereon he was mounted, did deſtroy the Dragon (Uſury) having two Wings to advance himſelf, being *Uſura palliata*, and *Uſura explicata*, and his inconſtant Tail *Cambium*; the Virgin or Kings daughter (being Treaſure and Monies) to be devoured by his means and Forreign Nations. The allegory whereof requireth a due conſideration, and would in plain terms be diſtaſteful to divers. This Dragon bringeth inequality in a Common-wealth by the means of his Tail, wherein lieth his greateſt ſtrength, making the expences thereof to ſurmount the Revenues. In the curing of which diſeaſe, thoſe would be thought to be very fooliſh Phyſicians, that by their Medicine ſhould caſt the Body Politick of a Common-wealth into a more dangerous ſickneſs. Wherefore as the wounds of this Dragon (Uſury) are inveterated, ſo muſt he be dealt withal by degrees and lenity, admitting him for the time (as moſt States and Governments do) as a neceſſary evil, in regard of Traffick and Trade; albeit that many Uſurers are like unto Jews, who think it lawful for them to take any Forfeiture, be it never ſo unequal and unjuſt, any Morgage, any Pawn, nothing is amiſs for them; they are not afraid of that Wenn which we call *Anatokiſmos*, that is, Uſury upon Uſury: no, they dread not to take ten upon the hundred if it were for a week.

* Saint *George* for *England*.

The Hiſtory of St. *George*.

A neceſſary evil.

The pretence of the Jews is becauſe we are Strangers, as if we were all Canaanites, or ſome of the ſeven Nations which were as well to be oppreſt by Uſury, as to be rooted out by *Joſuah*: But theſe men cannot alledge any thing in their defence, but greedy lucre.

CHAP. XI.

Of Uſury Politick, and Moneys delivered at Intereſt.

IN the precedent Chapter you may perceive what Laws and Prohibitions are made againſt Uſury: And nevertheleſs the practice of it is moſt uſual in many Kingdoms and Common-weals, and the Laws are alſo made accordingly; for this Sin is rather in the Conſcience, than in the Act, and therefore there is no penalty Impoſed upon it by Gods Law. True it is that the Statute Law of *England* doth tolerate ten upon the hundred, and ſo do ſome other Laws, 12 and more: But the intent and not the rigour thereof, is to be weighed for the clearing of Juſtice; and the preamble of the ſaid Statute Law in the narrative part ſaith, That whereas Uſury is againſt all Divine and Humane Laws, yet ten upon the hundred is tolerated to be taken for the year, which by way of forfeiture in the nature of a puniſhment may be ſued for by Law: But if there be never ſo little taken above the ſaid rate of ten upon the hundred for the year, the principal is loſt and treble damages.

Threefold Uſury.

The word Uſury was not ſo odious in times paſt, as it is now taken by the abuſe of Uſury Politick, no more than it is in Uſury Natural, and Uſury Spiritual and my meaning is not to maintain Uſury Politick in all reſpects, contrary to the opinion of Divines that have the word of God for their warrant; but the over preciſeneſs therein may breed a great inconvenience to the Common-wealth. The Law of God did not puniſh theft by death, but only by reſtitution; and as *Cato* ſaith, when a thief was puniſhed to pay the double of that he had taken, the Uſurer was always condemned to pay four times the value. The Laws therefore are made according to the alterations of times, Nature, Condition, and Diſpoſition of the people, and ſimply to ſay that any thing taken above the principal is Uſury, is wonderful ſtrict, unleſs you take the Word Uſury to be Biting, becauſe the ſame is never hurtful but where it biteth; and the matter of Conſcience conſiſteth in the not getting of your debtor, and not in the taking of much or little Intereſt: The Uſury is greater therefore to take but two or three upon the hundred of a Merchant, who maketh a greater gain thereby, according to the Holy Scripture, *Pecunia non poteſt parere alienas negotiari miſerias; fratrem non mordebis, non munera ſuper innocentem*, which was the cauſe that by the Laws of the *Romans*, he that took Uſury of the poor was more puniſhed than he that took, nay than he that did ſteal from the rich: For no man is bound by Law or otherwiſe admoniſhed to lend Mony to thoſe that have no need of it; and there is on the other ſide a Conſcience to be uſed, if a man have gotten well by another mans Mony, and doth pay the ſame again without any Intereſt or profit.

Cato de Ruſtica.

Alſo in caſe of Intereſt taken it is conſiderable, that if I do lend Mony to him that hath need, and can afterwards prove that for want of that Mony I have ſuſtained great loſs, or if my debtor do break day with me when I look to have it at the time appointed, and ſo am endangered to my neighbor for my neceſſary payments, it is great reaſon that my debtor bear my loſs, rather than I ſhould ſuſtain harm or danger for my good will. And this is defined to be a gain to be taken, *ex damno habito*, and it being ſo, is improperly called Intereſt, in defence of Uſury. In like manner, if a ſhop-keeper lend Mony freely to his neighbour till ſuch a day, having then occaſion to uſe it at ſome Fair, to lay it out in Wares, if he break touch, the Shop-keeper may in juſtice take the benefit for his Mony, loſing the profit

Uſury *ex damno habito*, improper.

which

which he ſhould have had by the wares which he was hindred to buy, and this is taken for *lucro ceſſante*: But in neither of theſe was an intention to deliver Money at Intereſt. *Ex lucro ceſſante.*

Some are of opinion, That it is better for them to deliver their Mony by exchange, and that therein they are leſs to be evil thought on, than by dealing upon Uſury: But this difference conſiſteth only in the name; for they have both an intention of gain upon Mony, and do bear an adventure for the loſs of their Moneys: Whereas the one is bound to receive but ten upon the hundred at the moſt, and the other doth expect fifteen or twenty upon the hundred at the leaſt, only in regard he beareth an adventure to loſe by Exchange (which is very ſeldom:) but ſtill the intention remaineth, which ſhould be the ſureſt guide of Conſcience to take away all counterfeit pretences. Difference of gain by Uſury and Exchange.

The *Venetians* and others allow no Intereſt at all, but approve the benefit and courſe of exchange, although it be above Intereſt.

By the aforeſaid Rules, Uſury is weighed ſtraightly in regard of Charity, albeit it may fall out otherwiſe that the borrower hath ſinned; therefore in ſuch caſes circumſtances are to be conſidered, and then Judgment to be given accordingly. If I deal with a Merchant that maketh gain of my Mony with his Trade and Commerce, and is well able to pay me again, being chiefly inriched by my means; why ſhould not I in reaſon have part of his benefit and advantage, when by my goods he is grown rich? Suppoſe fourmen are become partners, two do diſburſe large ſums of Mony, and the other imploy their labour and induſtry to make (by lawful trade) a great benefit thereby, is it not reaſon that the other two (although they were idle at home) ſhould have part of the benefit? You will ſay, you hold this reaſonable, for it is no Uſury at all: But theſe two men take ten in the hundred for their Mony; nay, then you reply and ſay, It is Uſury, although the other two had gotten thirty in the hundred by it: How can this be a biting Uſury? But they have not born the adventure of the Seas, but conditioned a certainty; the anſwer is, That they have not born the adventure of the Seas, but many other caſualties beſides, and in truſting them that had no means of their own: Well therefore, ſay you, I will not deliver my Mony but to Rich men; herein you ſhew no charity, and may be deceived too, for you know not what Mony a man hath in his purſe; ſo that your conſcience is ſtill the ſureſt guide to direct you with prudence, as the loadſtone doth the variation of the Pole. So much for particular perſons. *Objection.* *Anſwer.*

Now coming to examine what the Kings of *England* have done concerning Uſury, we find that both before the Conqueſt and after, Uſury hath been baniſhed by ſome Kings, and by ſome other Kings it hath been tolerated, according to the times and occaſions.

King *Edgar* before the Conqueſt, did utterly forbid all Uſury; ſo did King *Edward* the firſt, who did ſend out of this Realm, as well the *Italian* Bankers that came from Pope *Gregory* the tenth, called *Curſini*, as all manner of Jews, who did mightily oppreſs the Realm. To omit what other Kings have done, we know that *Henry* the 8 in the 37 year of His Reign made a Statute, whereby none were ſuffered to take above ten in the hundred upon loan, either for Wares or Mony: And this was repealed by the Statute of *An. 5. Ed. 6.* which afterwards being found againſt Policy was abrogated. So the Statutes of Queen *Elizabeth* did ſucceed, which do tolerate the ſaid ten in the hundred, which are of ſuch ſtrength and continuance at this preſent, that King *James* himſelf is contented to allow the ſaid rate to the *Londoners* for ſome Moneys borrowed of them; wherein (as I ſaid before) time and occaſions do alter things; and as the caſe for the preſent ſtandeth with *England* and Forreign Nations, we have Uſury like a Wolf by the Ears, dangerous to be kept, and more dangerous to abandon the ſame. This Uſury being indeed exerciſed to the poor or to the rich, without reſpect of damage enſuing, becometh intolerable: but in caſe of Intereſt, when time of payment is neglected in the State of Orphans in mutual hazard, or in hazard publick, ſimply to diſallow it is to cut off all Trade and Commerce, or reparation of damages, and to go about to remedy a miſchief with a greater inconvenience. Bankers ſent out of the Realm. Where Uſury is allowable.

The

The Law of *Juſtinian* the Emperor, doth therefore moderate the courſe of Uſury, which is much to be regarded, where the words are thus, as followeth.

I. Cos. de C. Uſuris. "We have thought neceſſary to make a general Law or Statute touching the quantity of Uſury, bringing the old, hard, and moſt grievous weight of the ſame, to a certain moderate ſtay or mean rate. Therefore We command thoſe Noblemen that are Earls, or their betters, that they do not make any ſtipulation or firm bargain by any manner of Contract whatſoever, great or leſs, for Uſury or gain to be had above four in the hundred. Thoſe that are guardians or governours over handicrafts-men, or places where Artificers do work, or elſe do uſe any lawful trade of Merchandiſe; We will that they ſhall moderate their ſtipulation, or firm promiſe taken in any bargain to eight in the hundred. And as for thoſe that do adventure their goods beyond the Seas, and put out their ſubſtance upon their own hazard; ſuch may lawfully demand by firm promiſe to receive twelve in the hundred, and in no wiſe to take above that rate; although by the old *Roman* Statutes it hath been lawful to exceed. And we will that all other men ſhall take only ſix in the hundred above the principal, and the ſame quantity of exceſs in no wiſe to be inlarged in other Contracts, where Uſury is wont to be demanded without ſtipulation or covenant made: Neither ſhall it be lawful to the Judge to increaſe the foreſaid taxation or rate made, by reaſon of the Cuſtom uſed in any Country, *&c.*

This Imperial Civil Law, having a regard to the quality of perſons was duely obſerved, albeit the lender of the Mony could have taken more, when the borrower would give it to ſerve his occaſions, without this preciſe obſervation of the quality of perſons. A matter conſiderable now adays ſince the *Weſt-Indies* have been diſcovered, whereby the currant of Moneys is divided into many Countries, and runneth alſo according to occaſions, and the Policy of States and Merchants. For the Toleration and Permiſſion to deliver Mony at Intereſt, doth differ in the Rate in moſt Countries, taking in one place more, in another leſs, according to the Traffick, and Merchants devices.

Difference of the rate of Uſury.

A Policy by plenty of Mony.

In *Poland*, *Lituania*, *Pruſſia*, and other Countries adjacent, when they do abound in Corn, Mony is commonly very ſcarce, and the price of Corn thereby much abated; at which time they will rather Tolerate or Proclaim the Moneys to be inhanced in price, or to be delivered at Intereſt after fifteen, twenty, and ſometimes twenty and five upon the hundred for a year, or a leſſer time; hereupon preſently, great ſtore of Mony cometh from all places thither, which maketh the price of Mony to riſe. Afterwards when many Ships are laden, and the Fleet departed from *Amſterdam* and other places, then the Intereſt beginneth to fall accordingly.

In the *Low-countries* it is lawful for a Merchant to take twelve upon the hundred for a year, and after the rate for the longer or ſhorter time within the year. But this rate may not be exceeded, unleſs it be upon ſome conditions of caſualties or adventure.

The *Romans* and *Grecians* made a difference, as hath been noted, according to the Law of *Juſtinian*. But the taking of one in the Month was moſt uſual, becauſe Merchants were the moſt lenders. And this twelve *pro centum* is to be underſtood alſo to be Intereſt upon Intereſt, wherein equity is to be obſerved: For this 12 pounds being delivered out again unto another, is *pro rata* as beneficial as the 100 ℔ principal. Albeit in caſe of damage, when matters between men are grown litigious, and depending in ſuits, then the Courts of Equity will account the whole time for the forbearance of the Mony, according to the years paſt, without any Intereſt upon Intereſt.

Intereſt upon Intereſt.

Politicians or States-men are to have a ſerious conſideration of the operation of this Uſury politick, as a property inherent unto Mony, becauſe that according to the rate of Uſury men do meaſure all their actions by trade and traffick, or purchaſe, build, plant and bargain in all things accordingly. And Uſury is ſo inherent, and doth properly grow with the decay of traffick, as paſturage doth increaſe with the decreaſe of tilling. Whereupon the following conſiderations are to be handled as matters of moment, eſpecially in Kingdoms and Common-weals which have no Gold or Silver mines

Uſury a meaſure of Mens actions.

The decay of Trade increaſeth Uſury.

mines of great value, but abundance of forreign Commodities returned for the great plenty and quantity of their home Commodities, wherein the high continual rate of Uſury may prove more prejudicial than the aboveſaid Policy of *Poland*, *Lituania*, or other Countries can be beneficial unto them. For we ſee that generally all Merchants when they have gotten any great wealth with us, leave trading, and fall to Uſury; the gain whereof is eaſy, certain and great: Whereas in other Countries Merchants continue from generation to generation, to inrich themſelves and the State; as we find divers renowned Families in *Germany*, *Italy*, *Spain*, and other Countries.

There was this laſt year a Tract againſt Uſury preſented to the high Court of Parliament of *England*, ſhewing the inconveniency of the high rate of Uſury after ten in the hundred, in compariſon of the leſſer rate of ſix in the hundred, taken in the Low-countries, where Mony is ſo plentiful: And upon this difference is a certain operation of Uſury noted to be predominant over us, both in our Trade, and other affairs. *Anno.* 1621.

Firſt it is alledged, That by reaſon of the high rate of Uſury, not only rich Tradesmen give over Trade, but a number of beginners are undone and diſcouraged thereby, their induſtry ſerving but to inrich others, and begger themſelves. Reaſons againſt the high rates of Uſury.

Secondly, That many Trades themſelves are decayed thereby, becauſe they cannot afford ſo great a gain as ten in the hundred, whereas if the rate of Uſury were no higher than in other Countries, they had ſubſiſted and flouriſhed ſtill, and perhaps with as much advantage to the Publick, as thoſe that bring more to the private Adventures, which ought to go together, or elſe the Common Good of the State is ſeldom greatly advanced.

Thirdly, That by this diſadvantage between ſix and ten in the hundred, other Nations, and eſpecially our induſtrious neighbours do out-trade and underſel us, for they almoſt double the uſe allowed, which we cannot by paying ten in the hundred; whereby alſo all contributions to the War, works of Piety, and Glory of State are better cheap to them than to us; as alſo the buildings of Ships or hiring of them, and all other things.

Fourthly, That above all the reſt, it maketh the land it ſelf of ſmall value, cauſing the ſame to be ſold ſo good cheap, that men do not ſeek by induſtry any more to improve them, which is plain both by example and demonſtration. For we ſee in other Countries, where the uſe of Mony is at a low rate, lands are generally ſold for 30, 40, and ſome for 50 years purchaſe, being the beſt aſſurance, and ſecureſt inheritance which men have, and therefore bearing ſtill a rate above Mony, which would increaſe if the rate of Uſury did decreaſe: And conſequently Labourers Wages and other dependances thereupon, which are therein more amply declared, the ſcope of all tending to have a moderation in the price of Uſury.

Hereunto are certain Objections alſo alledged, and their anſwers, to maintain the rate of Uſury at ten in the hundred with us in *England*; Albeit other Nations take but four, five, and ſix, in the hundred, or 6 ¼ which is called rent after the penny ſixteen, for ſix times ſixteen and one fourth maketh a hundred, after the manner of the Low-Countries. Objections to the moderation of the rates of Uſury.

The Objections are few in number. Firſt, The long continuance of ten in the hundred, and things are well enough. Secondly, That ſudden changes are dangerous. Thirdly, That Mony will ſuddenly be called in, and the borrowers be much prejudiced. Fourthly, That Mony will be harder to come by, and Commerce much hindred. And laſtly, That Merchant-Strangers Mony now going here at uſe, will be carried away again, if the rate of Uſury ſhould be called down.

The anſwer to the firſt and ſecond Objection is, That the practice of Uſury, hath not been ſo generally uſed as it is now, when mens Conſciences are hardened unto it, without any ſcruple or indifferent conſideration, whereby as in Bodies Natural, ſo in Politick, Diſeaſes grow by the too much or the too little of a due Proportion in all humane actions. And the rule that Innovations are dangerous holds true, where the Body Natural or Politick is in perfect ſtate of health, but where there is a declining, there to make no alteration, is a certain way to run to deſtruction. Anſwer to to the objections.

To

To the third, that Mony will be ſuddenly called in, it may be made or enacted, that the borrowers ſhall have two years time for the payment of the Mony he oweth, paying the Intereſt, and obſerving ſuch cautions, conditions, and limitations as may be thought convenient.

To the fourth objection, That Mony will be hard to be borrowed, it is well known that the high rate of Uſury doth not increaſe in the quantity of Mony (whereof having plenty) cauſeth Commerce to flouriſh, and if Mony at Intereſt were called down, what will Uſurers do with their Mony? They will not keep it by them as a dead ſtock, for either they muſt imploy it in Trade, purchaſe Lands, or lend for uſe at ſuch a rate as the Law will tolerate; ſo that herein can be no hurt.

To the laſt and weakeſt objection, concerning the Mony of other Nations delivered at Intereſt here, it is demanded, Whether it be meet to have them to feed upon the Realm, and in proceſs of time to carry out ſuch gains thereby by multiplication of Intereſt. For to men of underſtanding in caſting of accounts, it is plainly manifeſt, that a hundred pounds managed at ten in the hundred, multiplies it ſelf in ſeventy years (being the age of a man) to an hundred thouſand pounds, and it is therefore compared to the Butlers Box: For even as men when they are at play, feel not what they give to the Box, but at the end of Chriſtmaſs it makes all, or near all, gameſters loſers: So there are not few which continue in Uſury, that are not ruined. And ſo the ſaid Treatiſe concluded ten in the hundred to be biting Uuſury.

Intereſt which ſeemeth incredible

But to apoſtrophate this diſcourſe, and to remedy the matter, let us but procure to have plenty of Mony really *in ſpecie* within the Realm, together with the means uſed in other Countries in the lieu of Monies, as the transferring or ſetting over of Bills between man and man, the payments by aſſignment in Bank without handling of Monies, and Letters of Credit, or Bills of Exchanges, as you may find in this Book declared. For plenty of Mony will not only prevent, but alſo effect the benefits intended in the ſaid Treatiſe, making Uſury to decreaſe in price, as in other countries where they are tolerated to take twelve in the hundred; and yet Monies are plentifully to be had, at five, ſix, and ſeven in the hundred: Then will the Kings Cuſtoms increaſe, and Commerce flouriſh, Noblemens and Gentlemens lands be improved, Merchants and Artificers be incouraged, young Beginners be inabled, Labourers find quick imployment, and Uſurers may have land for their Monies.

Plenty of mony decreaſeth Uſury in price or rate.

Some will ſay unto me, conſidering the Premiſſes, That to take ten in the hundred of a rich Merchant indeed, or of any other that buyeth lands, or maketh gain by the Mony, is no biting Uſury. Herein (to qualify the contents of this and the precedent Chapter) I note two conſiderations for that purpoſe; albeit that it ſeemeth no Comma can be made (as it were) from the higheſt Climate to the loweſt Center in regard of the litteral words, denounced by way of curſe againſt Uſury: For if on the one ſide, you will take all Texts of Scripture ſo preciſely as men do, without conſtruction; as for example, *Give to every man that asketh of thee, Be always glad, Pray always*, and the like; and on the other ſide, ſo little regard them by large interpretations in taking great Uſury, what confuſion and diſorder would this bring to the Common-wealth? Therefore to anſwer the queſtion, I ſay, That conſideration being had in your particular, and the Party who made benefit of your Mony, there is no biting Uſury committed, and no hurt done, but rather mutual love increaſeth: But if there be conſideration had of the general, there is biting Uſury committed, and even upon the poor and Mechanick People. For by your means (and others delivering Moneys at Intereſt) is the ſame incorporated into rich mens hands, whereby the meaner ſort of people can have none to ſerve their occa ons, but at very exceſſive and abominable rates, and that upon pawn alſo: For your delivering of Monies at ten in the hundred, and under, doth enable them to take intolerable Uſury of the ſaid moſt meaneſt ſort of People, as ſhall now be declared, whereby they do (as it were) devour them; ſo that in all Kingdoms they are provided for, but here, and until that be amended, your taking of ten in the hundred in

Phil. 4. *Luke* 18.

Nature

nature before declared, is a biting Uſury, although it do not belong unto you to amend the ſame, but that Princes and Magiſtrates are to provide for it. For this is a biting, nay a very gnawing to the Bones of your Chriſtian Brother with whom you ought to deal mercifully. As there are three ſorts of dealings amongſt men, that is, Gift, Bargaining and Lending; ſo are there three ſorts of men, the Stark Begger, the Poor Houſholder and the Rich Merchant or Gentleman. To the firſt you ought to give freely, not only to lend freely; to the ſecond you ought to lend either freely or mercifully, and not to feed upon him with exceſſive Uſury: But with the third you may deal ſtreightly, and ask your own with gain, eſpecially when he gaineth by your Money; uſing in all theſe a conſcience with diſcretion.

Three ſorts of men, and three ſorts of dealings.

CHAP. XII.

Of Intolerable Uſury and Lombards.

THE apprehenſion of the continuance of intolerable Uſury in *England*, is able to ſtupify a mans Senſes; conſidering the ſame is ſo abhorred of Heathens, Turks and Barbarians, it being an evident token that our Hearts are more than ſufficiently frozen over with the inſenſible Ice of Uncharitableneſs; becauſe the Cruel devouring thereof may be ſo eaſily prevented: And then Uſury Politick will not be biting. This intolerable Uſury is affected by the Brokers ſelling old Apparel and Houſhold ſtuff, which do take after divers rates, but all of them exceſſively, they being the fitteſt inſtruments to receive and buy ſtolen Goods, whereby all Thieves are incouraged, according to the Proverb, *If there were no Receivers, there would be few Thieves.* Moſt of theſe Brokers have their Money-maſters, to whom they pay 20 in the 100, or 15 at the leaſt; for ſome of theſe Money-maſters pay themſelves 10 in the 100 unto others, ſo that one thing driveth or inforceth another. Like as in a Clock where there be many Wheels, the firſt Wheel being ſtirred driveth the next, and that the third, and ſo forth till the laſt that moveth the Inſtrument that ſtrikes the Clock: Or like as in a Preſs going in at a ſtreight, where the foremoſt is driven by him that is next him, and the next by him that follows him, and the third by ſome violent and ſtrong thing that drives him forward, which is the firſt and principal cauſe of putting forward all the reſt afore him; if he were kept back and ſtaid, all they that go afore would ſtay withal. This is therefore called *cauſa efficiens*; and ſo is Uſury Politick, unleſs the biting of it be hindered, as ſhall be declared.

The moſt favourable extortion by Uſury upon Pawns of any moveable thing, is after 6 Pence for 20 Shillings for one Month of 28 days, which is about 30 in the 100 by the year, and two Pence for the Bill-money of half a Crown, or 8 Pence, or 12 Pence for the Bill-money of 20*ſ*, which is more than the Intereſt; and this rate will be taken if it be for one Week that the Pawn be redeemed again; for the intent is always taken to be for one Month. And under colour of the Bill-money, there is for regiſtring of the Pawns likewiſe exaction made ſince there was a Regiſter appointed, who doth not take knowledge of the 20 part of the Pawns, but what they will declare.

Others do take 8 Pence for the Month or Week, with the like allowance for Bill-money and regiſtring, which cometh to above 50 in the hundred.

The uſual rate upon ſmall things, is 12 Pence for the Week, or Month as aforeſaid, and

this is ſixty in the hundred, and with Bill-money above eighty ; nay, there is taken the Shilling Penny by the Week of the Fiſh-wives and other Women ſelling ſmall Wares up and down the ſtreets, which is above 400 upon the hundred by the year, beſides the Bill-money, what this cometh unto in divided ſmall ſums is incredible. This Bill is made to deceive the Law, and the form of it is: Bought of *John a Stile* one pair of Stockings, one Shirt, one Band, and a Hat for five Shillings, Witneſs my Hand the 10 of *May* 1622. *Jo. a Stile.* And ſince the Regiſter was made, much is pawned without making of any Bills: And not contented with this horrible extortion, they will let out for gain many of theſe pawns and ſo wear them out, or at leaſt take the forfeiture of them, being ſure to lend about the third and fourth part of the value: By theſe means devouring and conſuming the Poor Houſholder and Mechanical man, it being only the remarkable Sin of oppreſſion by exaction noted in the Holy Scripture, for which the firſt World was Drowned.

The uſe of Lombards.

This cauſed Politicians or States-men to admit the uſe of Lombards in their Commonweal, to moderate this intolerable exaction of Uſury, ſo called Lombards of certain *Italians* which came out of *Lombardy*, whereof *Lombard-ſtreet* yet beareth the name ſince *Henry* the Third his time. Theſe Lombards did take alſo extream rates of 20 and 25 upon the hundred, as the Jews did, and of late years they have been (by Publick Authority) admitted in Lombards of the *Low-Countries* to take after three Halfpence a Week for the Pound of 20*ſ.* and one Penny for the Bill, but not to be bound to pay for the Month, which was alſo a great rate: Wherein they were compared unto Retailers of ſmall Wares, as Chandlers and ſuch like, which may get 25 and 30 in the hundred upon Wares ſold by Retail: And theſe men were the Retailers of Money, and had allowance accordingly, which in the *Low-Countries* were almoſt in every City, and payed for it an yearly ſum of Money to the *States*. But now of late all this kind of People is put out, and there are Pawn-houſes, called Houſes of Commerce erected; where the borrower pays but after 10 in the 100, and ſome allowance towards Charges, under the moderation of the *Juſtinian* Law, and this is declared to be done for the reaſons following.

Houſes of Commerce.

That the intolerable Uſury committed by the Lombards might be prevented.

That the Pawns ſhould not be worn or uſed, but ſafely kept, to be by them reſtored at all times, having men and women to look unto them.

That the uſe of twenty Shillings for one Week is but one Farthing $\frac{3}{4}$ parts towards the payment of Ware-houſes and Houſe-room, keeping of the Pawns, and entertainment of Servants Wages, and others to manage the ſame.

That almoſt the value of the Pawn may be had thereupon, if the borrower will deſire it one Years time and ſix Weeks conſidered, with the Charges: During all which time he may redeem the ſame, and pay but after the rate. But after the expiration of that time, then the Pawns to be ſold in a publick Outcry by a Sworn Officer to be appointed by the Magiſtrate: And whatſoever is made more thereof than the principal Money borrowed, and the Charges, to be reſtored unto the Party, or him that bringeth the Ticket, or to their Heirs or within two years to the Magiſtrates, if no man claim the ſame, to be diſtributed to the Poor.

That ſtolen Goods may by theſe means be detected, and Thievery decreaſe, and mens lives preſerved for the good of the Prince and State.

I hope no man will deny, but this is a commendable courſe taken for the comfort of the common People, that by intolerable Uſury they be not deſtroyed, but as neceſſary members of the Common-wealth, they may live in their vocation and profeſſion. Surely the famous City of *London* is worthy of perpetual commendation for the education of Orphanes.

But if an Orphane come to be an Houſholder, and liveth honeſtly by his handy work and labour, and hath thereby gotten a little Eſtate of 30 or 40*li.* in ſome years, and then being viſited with Sickneſs (whereunto all men are ſubject) he is conſtrained to Pawn his Goods or Subſtance unto theſe Uncharitable People; what a miſerable and pittiful thing it is to ſee his Poor Family undone by theſe means (as it were) in a moment, loſing

loſing that which with great care, labour, and ſweat of his brows he hath been gathering for many years together? God is my Witneſs, that the conſideration hereof hath moved my Soul with Compaſſion and true Commiſeration which implyeth a helping hand. For it is now above twenty years that I have moved continually thoſe that are in Authority, and others that have been, to be pleaſed to take ſome courſe to prevent this enormity.

Some that God hath called, either void of Charity, or ſeeking *Privatum commodum*, have been remiſs to further the ſame, and foraſmuch as I am (in a manner) hopeleſs of any ſucceſs, and that it behoveth me being ſtricken in years to number my days, I thought convenient to publiſh the laſt Project and Offer, which hath been made to the ſame effect two manner of ways, wherein I have ſpent time, labour, and no ſmall charges in hope that hereafter it may do good to the publick, if ſome Divine be moved to further it. The firſt is according to the manner of *Amſterdam*, to which end the ſubſtance of the Petition of Honeſt and Religious men his Majeſties Subjects, is as followeth. Pawn-houſes.

Firſt, that Authority be given to *A. B.* to erect Pawn-houſes in all convenient places of the Realms of *England*, *Ireland*, and the Dominion of *Wales*, for and during the term of one and twenty years, upon theſe conditions.

That all perſon and perſons ſhall and may have at all convenient times Moneys upon pawns, of or upon all moveable Goods, Chattels, and Leaſes, or any thing which ſhall be agreed upon, after the rate of ten upon the hundred by the year.

That the Undertakers may be Authoriſed or Licenced to take for the Attendance, Labour and Pains, recompence of Officers and Servants Wages, Houſe-rent, and all other charges incident thereunto, as followeth.

For regiſtring and keeping of all Pawns that do amount to fifty pounds or more, one Farthing for every Pound by the Month.

For all Pawns that do amount to ten pounds or more until fifty Pounds, for every Pound one Half-penny by the Month.

For all Pawns that do not amount to 10*li*, for every Pound one Penny by the Month.

For every bill given for Pawns under ten Pounds, one Penny, and being of ten Pounds or above whatſoever it cometh unto, but two Pence, with ſuch Clauſes, Conditions, and Cautions as ſhall be requiſite for the Security of the ſaid Undertakers, and agreeable with the Laws of the Realm of *England*, paying unto the Kings Majeſty a reaſonable ſum of Money yearly, *&c.*

The ſaid allowances are inferiour to the moderation of the Emperour *Juſtinian* his Laws, and will be found very reaſonable, conſidering, that by the toleration of Uſury Politick men can deliver their Moneys in very great ſums at ten in the hundred freely, and without ſuch trouble.

CHAP. XIII.

Of Mons pietatis, *or Bank of Charity.*

THE ſecond mean to ſuppreſs the biting Uſury of Extortion upon the common People, is by providing a courſe, that they may have Moneys upon Pawn without paying any Intereſt or Uſury for the Loan of it, according to the manner of *Bridges* in *Flanders*; which is more pleaſing, but it is not ſo univerſal as the Pawn-houſes are, where great ſums are to be had to Accommodate Merchants and all men, to prevent the

general abuſe: Albeit it cannot be denied, but that the Extortion upon the meaner ſort of people is more hainous and deteſtable; which was the cauſe that by the Laws of the *Romans*, he that took Uſury of the Poor was more puniſhed than he that did Steal from the Rich, as is before declared.

In *Italy* there are *Montes pietatis*, that is to ſay, Mounts or Banks of Charity, places where great ſums of Moneys are by Legacies given for relief of Poor, to borrow upon Pawns, and to pay only after three or four in the hundred at the moſt, to maintain the Officers, and to bear the charges of ſuch an erected Mount for ever. But the manner of *Bridges*, as aforeſaid, may be thought more reaſonable, paying the Officers out of the Contributions, which by their means may be much increaſed, according to the orders which are hereafter declared; for every man is willing to give for the ſuppreſſion of intolerable and abominable Uſury. The Rich (that are Charitably diſpoſed) will give, becauſe Uſury Politick ſhould not be biting; the meaner ſort of People will be contributary, becauſe of the commodiouſneſs of it; for who will not give ſix pence or twelve pence every quarter of the year, when he may borrow a reaſonable ſum of Money without paying any Uſe for it, for one year or a longer time, according to occaſions? I am ſure of moſt mens inclinations, by an attempt made of the practice hereof ſome years ſince: For (after the Names taken of above 1500 perſons that were willing to contribute yearly, and ſome Divines and others that would lend freely 50*li.*, 100*li.*, or more for ſome years, and ſome 500*li.*) I made an alphabetical Regiſter of them, which was delivered into the hands of a great Perſonage, who (as it ſeemeth) was not worthy of the honour thereof; but to my remembrance it amounted to ſome 2000*li.* for Moneys given and to be lent, and above 600*li.* yearly during the Lives of the Benefactors; ſo that no man hath cauſe to doubt of the collection of a great ſtock for ſo Godly a Work, if Authority were had when this was done, upon the only hope and ſurmiſe thereof: To the affecting whereof, I will be willing ſtill to do my beſt endeavour. Now the Orders are as followeth.

Moneys to be given to ſuppreſs Uſury.

Orders to be obſerved for the Government of the Mount of Charity, conſiſting of two Houſes within the City of London *and the Suburbs thereof, and one Houſe at* Weſtminſter; *where all men may borrow Moneys in ſmall ſums, without paying any Uſe or Loan for the ſame, upon Pawn to be delivered for Caution or Security of the ſaid Moneys according to the manner of* Bridges *in* Flanders, *and other Countries.*

1 IMprimis, That all men of what Quality or Condition ſoever they be (being deſtitute of Money) ſhall have Money at all convenient times without paying any Uſe or Loan for the ſame, but delivering only a Pawn of any moveable thing, ſo it be not above forty Shillings at any one time, until a competent ſtock be raiſed for the maintenance of the ſaid Mount of Charity for ever.

2 *Item*, Whereas the ſaid ſtock is raiſed, and to be increaſed by means of Charitable and conſcionable perſons (which either do freely lend Moneys without taking Intereſt for the ſame, or do freely give in Money and yearly Contributions, according to their vertuous diſpoſition, which Moneys may in progreſs of time amount to a notable ſum (the Treaſurer General therefore ſhall be a man ſufficient, and of honeſt behaviour, careful to appoint Sworn honeſt men (upon ſureties) to collect the ſaid Moneys, and for keeping of the Pawns, with their Clarks and other attendants: And the Surveyor of Accounts ſhall be a man diligent and skilful in Accounts, all for the better incouragement of the ſaid Charitable givers and free lenders, for the advancement of this Charitable Work.

3 *Item*, Whereas the like Houſe called St. *George*, was heretofore erected at *Genoua* in *Italy* by Noble Knights bound in Honour to ſee the People relieved from Oppreſſion, biting Uſury and Extortion, which by all Vertuous Knights is at all times approved and commended; There ſhall be kept one pair of Tables in every Houſe, containing the Names of ſuch Honourable Perſons, and Vertuous Knights as ſhall be yearly Contributaries (by quarterly payments) during their natural Lives, or lend any ſum of Money

(*gratis*)

(*gratis*) for a time, together with the names of ſuch well diſpoſed perſons as by their Wills and Teſtaments do bequeath any ſum of Money for the maintenance of this Pious Work, in perpetual remembrance of the ſaid Benefactors.

4 *Item*, That the ſaid Officers ſhall uſe their beſt indeavours, by all good means to move all well Diſpoſed and Charitable Perſons, to be Givers, Lenders and Contributaries for the increaſe of the ſaid ſtock, eſpecially when men are Viſited with Sickneſs, to the end that by their laſt Wills and Teſtaments, they may be moved to further this Godly Action for the continuance thereof for ever.

5 *Item*, That the Lord Mayor of *London* (for the time being) may have yearly inſpection of the Collections and Accounts of the Officers of the ſaid Mount of Charity, at a day by him to be appointed, to ſee the due Execution and Adminiſtration of the ſtock aforeſaid.

6 *Item*, That the Clerks and other Officers in place, ſhall attend the ſaid Houſes from ſix a Clock in the Morning, until eleven, and from two of the Clock in the Afternoon, until ſeven, beginning (yearly) from the 25 day of *March* until the laſt of *September*; and afterwards to begin but at ſeven of the Clock in the Forenoon, upon pain to be diſplaced.

7 *Item*, That no man ſhall offer to pawn any moveable thing, having Life, or being ſubject to manifeſt corruption, or peſterable Wares of great bulk; but only things of Wooll, Linnen, Silk or Flax, Hemp or Tow, and ſuch like, or Pewter, Iron, Braſs, or any other Matter Metallin or Mineral; or of Gold, Silver, Copper or Precious Stones.

8 *Item*, That all Pawns which ſhall be pawned, ſhall be taken as ſold in open Market or Shop upon the conditions following, with the conſent of the Owner or lawful Bringer thereof; and ſo ſhall not be ſubject to be recovered of the ſaid Officers, by any fraudulent dealings.

9 *Item*, That every perſon if he will, ſhall receive the three parts of the value of his Pawn; that is to ſay, if the pawn be worth twenty Shillings he ſhall have fifteen Shillings, and ſo after the rate; provided it do not exceed the ſum of forty Shillings at any time, as aboveſaid.

10 *Item*, That the ſame Pawns ſhall be ſafely kept for the time that the ſame ſhall be pawned, without detriment or hurt, be it for one Month, two, three, or more Months, not exceeding the time of one year, without new Licenſe had for the ſame.

11 *Item*, That the perſons which do pawn any Goods as aforeſaid, either being Owner, or put in truſt to pawn the ſame, ſhall declare their names to be entred in the Journals and other Regiſters, and bring an Avoucher (if there be cauſe of ſuſpicion that the Parties are Felons, or Acceſſaries of Felony) in which regard the ſaid Goods ſhall be ſtaid for 24 hours, to ſee whether any perſon do claim the ſame.

12 *Item*, That every perſon which doth pawn any thing ſhall take a ticket containing the date of the time and year, and the ſum of Money lent, with the private mark of every Houſe, thereby to redeem his Pawn at all times at his pleaſure.

13 *Item*, That for the defraying of the rent of convenient Houſes, recompence of Officers and Mens Wages, and other charges incident for the due Execution of the premiſſes every perſon borrowing a Crown or five Shillings, ſhall give for his Bill or Ticket a Farthing, and for ten Shillings one Half-penny, and for twenty Shillings one Penny Monthly, and for a greater or ſmaller ſum accordingly, until ſuch time that the ſtock be encreaſed to ſuch a competent ſum as may countervail the ſaid charges, and ſupply the neceſſary occaſions or wants of the borrowers, to be declared hereafter.

14 *Item*, That all Pawns which do lye above one year, being not Licenſed to remain for longer time, ſhall be ſold by a publick Officer in open outcry every quarter of a year, the ſaid Officers to be appointed and ſworn by the Lord Mayor of *London* for the time being, or by two Juſtices of the Peace at *Weſtminſter*, and the ſurpluſage of the Moneys which ſhall be made more of the ſaid Pawns than the Money lent thereupon (after charges deducted) ſhall be reſtor'd to the Owners or known Bringers of the ſaid Pawns, or to their Heirs, Adminiſtrators or Aſſigns, within a Month after Sale made of them, (upon demand to be made) and by default of the ſaid Heirs, Adminiſtrators

or

or Aſſigns, to be delivered within one year after; to the ſaid Lord Mayor, and Juſtices of the Peace, and to be diſtributed (by their Wiſdoms) to the Poor.

15 *Item*, It ſhall be lawful unto the ſaid Officers, to reſtore to the right Owner any Pawn which hath been Feloniouſly taken, upon ſufficient proof made, if notice was given before the regiſtring thereof; and if notice was given after the ſaid regiſtring or Pawning, then to reſtore the ſame upon payment of the Money borrowed thereupon, and charges.

16 *Item*, It ſhall be lawful for the Treaſurer General, and Surveyer, with the conſent of the Lord Mayor of *London*, or two Juſtices of the Peace at *Weſtminſter* under their Hand Writing (when the ſaid ſtock is increaſed to a greater ſum than ſhall be needful for the maintenance of the ſaid Mount of Charity) to give ſome relief unto ſuch Priſoners as are committed for debt in the ſeveral Priſons of their Juriſdiction; be it either for their maintenance there, or (after they have been one year in Priſon) towards the compoſition which they ſhall make with their Creditors, ſo as the ſaid gift do not exceed the ſum of ten Pounds, towards every 100*li*, which the ſaid Priſoners are indebted, if their good behaviour and likelihood to do well ſhall deſerve the ſame.

Quod gratis accepimus, gratis damus.

CHAP. XIV.

Of the true Calculation of Moneys *delivered at Intereſt.*

THE Act of Parliament concerning Uſury made in the 13 year of Queen *Elizabeth*, declaring that Uſury is forbidden, and contrary to all Divine and Human Laws, doth by way of toleration admit, that whoſoever ſhall deliver his Money at Intereſt after the rate of ten in the hundred, for the year, ſhall only be in danger to loſe that ten in the Hundred, if any man by Information, Plaint, or Bill will ſue for the ſame: But if it be above that rate, the deliverer of the Money ſhall loſe the principal Money, and incur other penalties; and this Statute may be pleaded in Bar, and is to be conſtrued againſt him directly and indirectly. Wherefore all men delivering Money at Intereſt, muſt be very careful how they make their Contracts, becauſe many miſtakings may happen, for that all Council Learned in the Laws are not good Arithmeticians in the Calculation of this 10 in the 100, which is the ground of thoſe Contracts; inſomuch that by the ſtrict rules of the ſaid Statute, the Contracts being found Uſurious and to exceed the rate, are not only void *ipſo facto*, but the Principal and Intereſt is alſo loſt. This Statute hath relation to the Act made by King *Henry* the Eighht, and the words be in effect as followeth.

None may have, receive, accept, or take, for the lending or forbearing of his or their Money, for one whole year, or for a longer or ſhorter time, or for a more or leſs ſum, above the rate of ten Pound pro cent. *yearly.* 37. *Henry* the Eighth.

An objection to the Statute of Uſury.

Foraſmuch as ſome men, accuſe the makers of this Statute to have committed ſome abſurdity, it will not be impertinent to clear the ſame: The Statute (ſay they) giveth ability unto a man, to take one way ten Pound ten Shillings, or more, for the uſe of one hundred Pounds for one year, being delivered out for two years; and another way he cannot take ten Pound five Shillings and leſs for one year, but he ſhall be within the compaſs of the Statute. But if they had a due conſideration that time is properly the Judge hereof, and that they could not make the ſaid Statute, without the

the limitation of a time certain, they would not find any abſurdity therein, for it was impoſſible to make it otherwiſe more certain.

To make this evidently appear, and of neceſſity, Time is herein Efficient and Active, and the rate of 10 *pro* 100 poſitive and paſſive; let us ſuppoſe that you do deliver at Intereſt one hundred Pounds for three Months after ten upon the hundred, you may lawfully receive at the three Months end two Pounds ten Shillings for your Intereſt, and continue the hundred Pounds again for other three Months by a new contract or agreement, and then receive again 2£ 10ß. continuing in this manner for the whole year by four ſeveral agreements, whereby you do receive three parts of your Intereſt at ſeveral times; which Intereſt you may put out alſo at Uſury, and ſo take above 10 *pro* 100, without incurring the danger of the Statute, becauſe your agreements have from time to time altered the property of the Intereſt-Money which you did receive, and was begotten in time according to the Statute, and that which was before another mans, is thereby become yours, and thereof you may diſpoſe again. But if you do deliver out 100£ from the beginning for one whole year; then you cannot have but 10£ Intereſt for the ſame, at the years end, with your Principal, for the property of your 10£ is not till then altered by your agreement. Thus is it with Moneys delivered for a ſhorter time.

Time begeteth Uſury.

Agreement altereth the property of Uſe-Money by time.

In like manner is it for Moneys delivered out for a longer time; As for example, one delivered out an hundred Pounds for four years, for the which at the 4 years end he can receive but 140£: But if he had delivered out 100£ for one year, he may at the years end receive 10£ for Intereſt, and continue the 100£ again for the ſecond year by a new agreement, and then receive another 10£, and ſo for the third and fourth year. Now whereas by reaſon of his ſeveral agreements according to the time, he hath altered the property of Intereſt-Money, and received 10£ the firſt year, he may put out again this 10£ as his own for another year, and ſo have Intereſt thereof 20ß, whereby he receiveth 11£ the ſecond year, which being put out the third and fourth year, will yield him accordingly in like manner for the 10£ received the ſecond and third year, which will yield him after the ſame manner accordingly; ſo that he ſhall have above 146£ being thus delivered out, the body of his ſum ſtill remaining whole, and being only diſtinguiſhed by Time, which maketh the difference. Again, let us ſuppoſe that the 100£ were delivered out from the beginning of four years, to be repaid by 25£ a year, and the Intereſt; it followeth, proportionably, that the firſt year he is to receive 27£ 10ß the ſecond, year 30£, the third year 32£ 10ß, and the 4 year 35£, which maketh all but 125£; add to this the Intereſt of 25£ received in deduction of his Principal three years before the time, which is 7£ 10ß. and of 25£ more in like manner for two years, which is 5£, and of 25£ more for the third year, which is received one year before the time, which is 2£ 10ß all is 15£, which together with the 125£ maketh the ſaid ſum of 140£. But when Moneys are repaid in this manner, as it were by way of anticipation, then the body of your ſum of 100£ is divided, and ſtill Time and Intereſt muſt concur, for the Intereſt is begotten by time. For you may not deliver out 300£ for three years, to be repaid 100£ yearly, and receive the firſt year 130£, the ſecond year 120£, and the third year 110£; but you muſt receive the firſt year 110£, the ſecond year 120£, and the third year 130£, becauſe you have not forborn your Money for any longer time proportionably, according to your contract and agreement; and the property of the Intereſt Money is not altered effectually, according to the Law, for 10 *pro cent.* for a year is the Cubick Root, which doth increaſe and decreaſe both ways accordingly. Yet ſome will ſay, Suppoſe that I have 3000£ in Money to deliver at Intereſt, are not my 3000£ worth 300£ at the years end, and may not I lawfully receive that 300£, and any part of my Principal, and continue the reſt for another year, and ſo do the like for more years? Who doubteth thereof? So that you do make new contracts or agreements from year to year, whereby the property of the Intereſt-Money becometh effectually altered, according to the Law, as aforeſaid, your Money from the beginning being delivered out but for one year. But you do deliver

The property of the Cubick Root.

liver your 3000ℓℓ from the beginning by one ſole Contract and Agreement for ſix years, to be repaid yearly by 500ℓℓ, and receive 550ℓℓ the firſt, that is to ſay, 300ℓℓ for your Intereſt, and 250ℓℓ for part of your Principal, as it may be conſtrued againſt you, then do you incur the danger of the Statute. For in this (which is for a more ſum, and a longer time) there is the like reaſon as there is with a leſs ſum and a ſhorter time, as by the former example is declared.

And as there is more gain when Money is delivered out for three Months, or leſs time, and ſo continued from time to time within the year, than when Money is delivered out for one year; ſo is there more gain when Money is delivered out for one year, and continued by new agreements from year to year, than when it is originally delivered out for ſix or more years, agreeing with the rule of Geometrical delineation, and Arithmetical Proportion.

The rule Quadrant. Principal. Rate. Time. Intereſt.

And the rule Quadrant, or the Golden-Rule of Arithmetick proveth unto any man of underſtanding, that in Calculation theſe four things muſt concur: Firſt, you may find out by your Intereſt Money and the time, after ten in the hundred for the year, what the ſum was which was delivered at Intereſt: Secondly, at what rate according to the time ſuch a ſum was delivered: Thirdly, the time for which it was delivered at ſuch a rate. And Laſtly, what the Intereſt-Money was for the ſum delivered, according to the time; and all theſe (*Poſito* in any one ſum for all) will manifeſt the delivery of an hundred Pound for one whole year of twelve ordinary Months, after the rate of ten in the hundred, if it be ſo delivered out: For by inverting, poſt-pounding, and ſuppoſing all muſt produce theſe juſt and poſitive ſums, whereby you may be aſſured whether you term your Money delivered out, according to the Art and Rule of Arithmetick, the principles whereof are infallible, or whether (being deceived therein) you have unawares made an Uſurious Contract, as many do ignorantly.

Auditors, or Calculators.

The Civilians, eſpecially *Benvenuto Straccha*, termed thoſe which we call Auditors or Accountants *Calculatores*, which indeed are to be very judicious in matter of Account, as skilful in the Accounting, able by poſitions to find out hidden ſums; for it falleth out many times in Princes Accounts, that ſums are named which have relation to other ſums, and muſt by ſuppoſitions be found out, and can be done as they ſay *Calculando*. For example, a ſum of Money is delivered out for three years, every year to be paid, whereof the firſt ſum (*Poſito*) is 500ℓℓ, and the fourth or laſt ſum is 665ℓℓ 10ſ. Between theſe two you are to find two ſums proportionable: Multiply 500ℓℓ within it ſelf is 500000; with this multiply the 665ℓℓ 10ſ of the Product, take your Cubick Root is 550 for the ſecond ſum; now to find your third ſum multiply 665 10 with 550 is 73200. Your Quadrant Root is *medium* between 2 and 4, being 605; and ſo you have your ſum, and the Intereſt you find to be 10 *pro cent*. The like for five, ſix, or more ſums, which by Geometry is yet more eaſie.

Reduction of Malvadies into Ducats, Shillings and Pence.

So we find that for matter of diviſion, to reduce millions of Malvadies in *Spain* into Ducats without much diviſion by 375 Malvadies for the Ducat, and then the Shillings and Pence of Ducats made in Bills of Exchanges. Take $\frac{1}{3}$ part of the ſum, and the overplus if any be, put it down for Shillings and Pence, then in like manner take $\frac{1}{5}$ of that ſum, and again $\frac{1}{5}$ of that ſum, and laſtly $\frac{1}{5}$ of that ſum, being $\frac{3}{5}$ derived from $\frac{1}{3}$; and you have your Ducats, Shillings, and Pence of Ducats in *Untratto*, as the *Italian* ſaith: In like manner divide by all the numbers contained in the Table of Multiplication, for 42 take $\frac{1}{6}$ and $\frac{1}{7}$ for 63 take $\frac{1}{7}$ and $\frac{1}{9}$ part, and ſo of all the other ſums; for ſix times 7 is 42.

CHAP.

CHAP. XVI.

Of Uſurious Contracts.

I Need not to make double inculcation againſt Uſury, for the Civilians have been ſo preciſe in the deſcription of Uſurious Contracts, which Dr. *Wilſon* hath noted, that it is hard for any Merchant to eſcape the cenſure of being an Uſurer, albeit not in danger of the Statute; which is very neceſſary for all Merchants to take notice of. But he concludes, That where there is no lending there can be no Uſury: Wherein he maketh a diſtinction between *Mutuum*, *Locatio*, and *Commodatum*; declaring *Mutuum* to be where my Goods are made thine; *Locatio*, where a thing is put forth or letten to hire, the property ſtill remaining in the owner, who beareth the adventure thereof; and *Commodatum*, to be a letting or lending, without alteration of the property alſo but free without any gain at all, where for hiring again is taken; and ſo he makes a deſcription of Uſurers, if they deal in manner following.

Dr. *Wilſon de Uſuris.*

No Uſury without lending.

If any Commodity be ſold unto any man, who buyeth the ſame by means of a Broker, or otherwiſe, to make a ſhift, and to ſell the ſame inſtantly to make Money of, to ſupply his occaſions, loſing thereby (as he muſt of neceſſity) the ſeller of this Commodity is an Uſurer. In this caſe, if it be proved that the ſaid ſeller doth buy, or cauſeth the ſaid Commodities to be bought again directly or indirectly, the Statute againſt Uſury will take hold of him, and that very juſtly.

I do borrow of a man 100*li.* for three Months, promiſing to give his Wife a Satin Gown, or an ambling Gelding, hereupon he forebeareth his Money for many Months more without Intereſt, it is Uſury.

I do bind my Land (worth 20*li. per annum*) to a man for an hundred Pounds in Money for a year, and do not paſs it by bargain and ſale, if the Creditor do take the revenues and his principal, it is Uſury.

Be it that a man lendeth 100*li.* freely, and hopeth aſſuredly to have ſome thankful recompence at the years end, this is *Mentalis Uſura.*

What if one lend Money in hope to get an Office, this is alſo Uſury.

If one lend a man Money for a certain time, becauſe the ſame man ſhould ſpeak a good Word for him, or do him a certain pleaſure, it is a ruled caſe, That forſomuch as a covenant is paſt, it is Uſury.

I do lend you one hundred Pounds, that you ſhall do as much for me when I ſhall demand it of you, this is Uſury, becauſe a Contract is ſimply made without any addition of time appointed, whereas if he asked ſo much at the years end, then it had been no Uſury, but permutation, when one good turn is done for another, and the time known certain.

A Lord doth lend his Tenants Money, with this Condition, That they ſhall plow his Land; if he do not pay them for their labour but with the uſe, it is Uſury.

I would borrow, and one ſelleth me Wares for more than they be worth by the half; the ſeller is an Uſurer.

I do ſell Commodities unto a man for ſix Months, at a reaſonable price, and afterwards he payeth me in ready Money, deducting the Intereſt for the time after the rate of ten in the hundred, this is Uſury.

The Father in Law lendeth his Son a ſum of Money, and taketh in Pawn the poſſeſſion of the Dower, and converteth the fruits thereof to himſelf for the love of Money; this Father in Law is an Uſurer.

I do lend an hundred Pounds to my Friend for ten years freely, not to pay a Penny of gain all that time if either of us do die: But if we both live together till that time,

then he pay to me after twelve Pound in the hundred for ten years paſt; the Law ſaith, that the peril which may happen doth not excuſe me from Sin, but I am an Uſurer, for the time is not proper.

A Merchant lendeth to a Corporation or Company 100℔, which Corporation had a Grant by Statute, that whoſoever lendeth ſuch a ſum of Money, and hath a Child of one year, ſhall have for his Child (if it live to 15 years of age) 500℔ of Money: But if the Child die before that time, the Father to loſe his principal for ever. The Law ſaith, If I lend purpoſely for gain, notwithſtanding the peril, I am an Uſurer.

I know an honeſt Artificer oweth to a Draper 40℔ to be paid at ſix Months, I come to the Draper and ſhew him, if he will take 30℔ in hand, I will pay ſo much for the Artificer, if he will turn the Debt over unto me; herein I am an Uſurer in ſeeking to anticipate the payment.

One buyeth a pay of three or four hundred Pounds, delivering 15ſ, for every 20ſ, here is a cloaked lending under the colour of buying, and therefore Uſury called *Palliata*, for he did hope for gain.

Uſura Palliata Uſura Explicata.

I do buy a mans Bill of 100℔ due three Months hence, and give unto him in preſent Money 95℔; here, although a bargain and ſale ſeem in ſhew, yet it is a lending, and therefore Uſury.

I do bargain with ſome to have ſo many Oxen and Kine within four Months, to have them better cheap paying the Money before hand; this is Uſury if the Parties had not Oxen or Kine at the time.

I do buy certain Geldings to have them delivered at a certain Fair, for leſs than they were worth; I am therein a Uſurer, if I be ſure that they will be more worth at the time of the delivery.

I do deliver old Wheat to receive new; if I do deliver the ſame for gain, and aſſure my ſelf of benefit, I am an Uſurer.

I do fear the fall of Money, and therefore do deliver my Money to another man, to have as much at ſix Months after, according as the Money was then currant when I paid it; this is Uſury.

I ſeek an Office, which I cannot have except I do pay a certain ſum of Money; to avoid this payment I do lend for two, three, or four years, a groſs ſum, becauſe I will not pay the ſaid Money; in ſo doing is Uſury.

I do Pawn an Houſe with an Orchard for certain Money, the Creditor hath the benefit of my Ground and Houſe; he is an Uſurer.

A Gentleman hath a Mannor ſtocked with 30 milch Kine, and 700 Sheep, valued at 300 marks or thereabouts, as they are then to be bought and ſold; this Mannor he would let out with the ſtock for 10 years, to receive the old rent of his Mannor, and 30℔ yearly beſides for his ſtock, and at ten years end, either to have at his own choice his Cattel of like goodneſs and value as he did let them out, or elſe 200℔ in Money. Here there is firſt a lending, becauſe the Farmour hath property in the Cattel, and may alter them as he liſt for his beſt avail, paying his yearly rent for them, and reſtoring ſo good Cattel at the ten years end as he before received. Again, he muſt anſwer the Cattel at ten years end, and pay rent yearly for ten years, although the Cattel die all the very firſt year. So that this Gentleman (ſeeking his certain gain and principal to be ſafely returned unto him) is a Uſurer colourably.

Laſtly, to deliver Money by Exchange upon Bills of Exchanges, intending any gain thereby any manner of ways is Uſury, and all the premiſſes are Uſurious acts, although many not in danger of the Statute.

Now divers Merchants and others will ſay, That then there is no dealings between man and man, and all Traffick and Commerce is overthrown: For (ſay they) here is nothing excepted, wherein any man can deal, and all other Nations do continually maintain their Negotiation and Traffick, by delivering Moneys at Intereſt and by Exchange, and will not be ruled by our particular direction in the courſe of Traffick: hereupon let us alſo note what lawful Contracts are, before we conclude.

CHAP.

CHAP. XVI.

Of Lawful Bargains and Contracts.

WE have already noted where a man may take a benefit for his Money two manner of ways, which is *ex damno habito*, where he hath ſuſtained a loſs, or *ex lucro ceſſante*, where his benefit or profit hath been taken away or prevented for the want of his Money, which he might have beſtowed in ſome Wares to furniſh his Shop at convenient time, and in both theſe the Party is not Active, but Paſſive.

I do buy Land of my Friend for a certain ſum of Money, and of like value to the Land, with this condition, if he bring me the Money again at any time, he ſhall have his Land again; I being Lawful Owner of this Land by Bargain and Sale, may ſafely enjoy the Fruits and Rents of the ſame Lands without any ſuſpicion of Uſury.

Another cometh to me, and would borrow a thouſand Pound in Gold and as much in Plate for a ſhew, to declare and ſet forth his Wealth the more to the World when it is ſeen in his Shop; in this caſe I may take Uſury.

An Apothecary lendeth to the Phyſician 100 ℔ the year freely, becauſe he ſhall ſend his Bills of Receits to him and to no other, this is no Uſury.

I do buy Timber, Brick, or Stone of a man to deliver the ſame at ſuch a place, at ſuch a time, and to pay him for the ſame, I do borrow ſo much upon Uſury, if the ſaid man do not perform with me in delivering the ſaid Timber, Brick or Stone, yet is he bound to pay me that Uſury truely.

A Corporation taketh 100℔ of a man, to pay him eight in the hundred during his life, this is no Uſury, and ſo for all Annuities during life, for the principal is never to be reſtored again.

A mightier man than my ſelf, withholdeth through force a portion of Land from me, I am loth to try the Law with him, becauſe he hath the Law in his hand; and I offer to lend him 500℔ for a year or two freely, ſo that I may have mine own without further trouble or vexation: This is no Uſury, becauſe I receive but mine own quietly.

I do borrow 100℔ for a year, promiſing at the years end to lend another 100℔ for it, for the ſame time; this is Permutation.

I take the peril upon me of the Carriage of a great Maſs of Money; I may lawfully take Portage Money for my pains, and this is no Uſury.

I am ſurety for one, and pay the Debt, paying Uſury for the ſame Money; the principal Debtor for whom I was bound, is bound to pay unto me the Uſury, and the payment unto me is no Uſury; for I receive but mine own. *Ext. fidejuſſor C. 1. & 2.*

A man by Teſtament granteth a Legacy, and Willeth his Son to pay the Legacy, and ſo much (*Nomine pœnæ*) for not paying it: The Law ſaith, the Teſtator may charge his Executors or Heir under penalty to pay his Legacy, and the ſame is no Uſury.

But if the Teſtator ſhould ſay thus; I Will that my Son or Executor ſhall pay for every Month that they are behind hand ſo much, and ſo from Month to Month till it be paid; This is Uſury, ſay the Lawyers, becauſe the time is mentioned and peined: Wherein *Baldus* is abſolute.

The concluſion of all the premiſſes is moſt in things Paſſive; and buying and ſelling is left only between men with certain cautions.

Sayling thus dangerouſly between the two Rocks of *Scylla* and *Charibdis*, with the

great tempeſt about Uſury, looking that the bright and fortunate Stars of *Caſtor* and *Pollux* ſhould appear to bring a calm in deteſtation of all Uſury: Lo, an univerſal and perpetual Princely Contract of Commerce is brought forth, grounded upon Traffick and Uſury, yet with a Religious care to prevent the biting Uſury upon the Poor and honeſt Houſholder, and to be a means to maintain Peace through all the whole World in the matter of Traffick and Commerce: Notwithſtanding the ſeveral and particular Quarrels and Differences between Princes, which is very conſiderable and admirable.

CHAP. XVII.

Of the univerſal and perpetual Princely Contract of Commerce.

THE particulars of this Princely Contract of Commerce (being compiled by certain Politicians of divers Nations) was exhibited unto the Kings moſt excellent Majeſty, in the year 1608, by a private Gentleman in the *Dutch* Tongue, and commanded to be delivered unto me, to Tranſlate the ſame into *Engliſh*: But I found the Originals to be in *Latin* and *Italian*, and partly in *French*, as it had been prepounded in divers Countries unto other Princes which had ſubſcribed thereunto, intending to have kept a Copy of it: But on a ſudden being deprived thereof, I did inſtantly ſet down the ſubſtance following of it, to the admiration of the Gentleman, and contentment of ſome of (then) my Honorable Friends. And becauſe it is not like that it ſhould come to any univerſal concluſion, I have thought convenient to make the ſame publick, manifeſting thereby, that Uſury Politick is like to continue in all Countries. To the end we may therefore prevent biting Uſury upon the Poor, by the Charitable means of Pawn-houſes or Mounts of Charity, as aforeſaid.

Subſtance of the ſole univerſal and perpetual Contract of Commerce, or united Society of Knightood to be made between all Princes, and one private perſon, for the ſurer maintaining of Peace amongſt Chriſtians, and increaſe of Traffick and Trade through all the World, grounded upon Jus Gentium, *by the Articles following.*

THe Contract or Covenant to be made with ſeven Qualities of Perſons, Emperors, Kings, Princes, Arch-Dukes, Earls, Knights and Gentlemen, among which ſome Merchants are compriſed, in all not exceeding the number of an hundred Perſons, with the Poor to be reckoned for one, as being ſo many ſtakes, wherein Seigniories, Commonweals, Societies and Orders ſhall be accounted for one alſo.

Every ſtake to be from 25 thouſand Crowns of 5ſ Sterling, until an hundred thouſand Crowns a ſtake; wherein Emperors and Kings may not exceed three hundred thouſand Crowns; Dukes, Earls, and Commonweals two hundred thouſand Crowns a perſon.

No man to be advanced to this Society but for his Deſerts or Wealth, or for both; wherein but one of the Kindred to ſucceed the Father, or the neareſt of Conſanguinity by default of Sons.

The Perſons in every Kingdom (beſides the Prince) to be two or three of the Nobleſt or Greateſt in Government, every one a ſtake, and the Maſter of Counting Houſes for a ſtake ſerving *gratis*, or ſome other Merchant.

Theſe

Theſe Houſes of Exchanges to be in all places of Peace or Security, and in all other places, as it were dangerous to be governed, and ſerved by correſpondencies, which may be in number ſeven or nine to-one ſtake, and ſo augment their ſtock by their credit and means accordingly; receiving a proportionable gain of the benefit procured by their imployment, without any other uſe or conſideration for their Moneys.

The Moneys delivered to the Society for the ſtock, to remain for ever by way of donation, only the revenue yearly from time to time to be paid to the Parties, their Heirs or next of the Blood, or to their lawful Aſſign, or by default (after a time) to the Poor.

The Perſons advanced by deſerts, and without Money brought in, ſhall for their ſtake, or ſo much as is wanting (within the time limited) allow ten in the hundred, until the ſame is raiſed by the gain, which is offered by four or five years revenue to be done, or by deduction of ſix and one fourth part *per annum*.

No man for any Criminal offence ſhall by way of forfeiture loſe his ſtake, or for any miſdemeanour hinder his Poſterity to enjoy the revenue thereof, but loſe his voice, wherein every man is equal. And moreover, foraſmuch as the Society may be hindred thereby, defalcation (by ſuſpence of payment) ſhall be made, until reparation made thereof unto the ſaid Society at their pleaſure.

No Executor, Adminiſtrator, Surveyor, Curator, or other Perſons or Aſſigns are to meddle with the Premiſſes: But for want of Iſſue or *ob inteſtato* falling upon Children under years, or Women, to take the Accounts and revenues according to the rate of others, without any other Account to be made.

All controverſies ariſing between them of the Society for matter of Traffick, to be decided by the Maſter of Counting Houſes, with their Council of Aſſiſtants to be appointed unto them, without any appellation or remove to any other Court or Juriſdiction whatſoever.

The Preſervation and Aſſurance of the ſtock and credit, is by the Authority and Confirmation of Princes and Commonweals; who notwithſtanding particular differences are generally inclined to maintain Traffick, as the Soul of their Wealth and Eſtates; ſo that the ſaid authority (becauſe of the Protection thereof, by the Law of Nations) ſhall be Corroborated for the defence thereof, by their Aſſociation under their Hands and Seals, in unity of Covenant (which one private Perſon of the Quality hereafter declared) in ſeven Tongues, whereof every Prince in his own Language for Subſcription, is once to have precedency, and after that without any Ceremonial or Politick Obſervation to be uſed indifferently.

To which end the ſaid Princes and Potentates are to renounce all Laws, Priviledges, Exceptions or Immunities, of what high Nature or Dignity ſoever to the contrary, and to make approbation of this Contract by their Parliaments or Higheſt Court of Juriſdiction, in the beſt manner that can be deviſed.

Every perſon of this Society to be free and exempted of all Impoſitions, Taxes, Cuſtoms, Subſidies, Lending of Moneys any manner of ways, or any Charges; as alſo Maſters of the Counting Houſes, which ſhall not be permitted to exerciſe any Traffick or Trade particular, but muſt wholly apply themſelves to this buſineſs, with ſuch allowance and order as is preſcribed unto them.

All Worldly things being ſubject to mutability, even the Greatneſs and Superiority of Princes, which may happen to be depoſed for a time, and afterwards to be reſtored again; It is provided, that of the gains of the three parts allotted to them for three ſtakes in this covenant, the two ſhall remain to the Crown, and the third to the Prince, until he be reſtored again or dead; which is only to take place in all hereditary Kingdoms.

The ſaid Society therefore not to purchaſe any Land for the generality, to indanger Princes Eſtates, but only for their particular, as occaſion ſerveth.

Models or Medalia to be worn by the ſaid hundred Perſons of the Society, and the Maſters of Counting Houſes, only with emendation and augmentation of their Arms, and by their Succeſſors, upon true regiſter and acknowledgement to be made and kept thereof.

thereof. The ſaid Models to contain on the one ſide the World concatenated together under a Crown Imperial, aſſiſted of the Perſonages of *Proſperity*, *Honour* and *Mercy*, invironed round about with two incloſed Hands and Arms of *Faith* and *Credit*; and on the other ſide the like, with a Croſs and Inſcription, *He doth Crown his own Works in us.* All which Perſons ſhall be made Noble Knights of this Order accordingly, with certain other additions, as ſhall be thought convenient, as, By Faith and Credit it ſhall ſubſiſt, or the like.

The aforeſaid Stock and Credit to be imployed by the ſaid Maſters of Counting Houſes, and aſſiſtants in five ſeveral matters, by Exchange, Bank, Mount of Charity, *Menſa argentaria*, and Houſes of Vendition without any adventure or loſs, according to an inſtruction, ſhewing the benefit and commodiouſneſs which will ariſe thereby to all Eſtates, for the preſervation and augmentation of Honour and Wealth of the Rich, relief of the Poor, and Welfare of the Commons in general, having ſome gratuities beſtowed upon them.

The private perſon (with whom all the aforeſaid Parties are to covenant) is to be general Maſter of all the Counting Houſes, and only to keep a general Book of Account, without any adminiſtration of the Stock, or to meddle in any Trade of Merchandiſe, but to have the Honor of Knighthood, with a large allowance of Charges, Expences had and to be had for to entertain all the Parties and Correſpondencies which might reſort to the places of his Habitation: To which purpoſe he muſt be provided of a ſtately Houſe, with all convenient things neceſſary, and many Servants, Meſſengers and Poſts, with the gains of 100000 Crowns, that he doth furniſh by many allowances and other means, to the ſatisfaction of all the Parties, according to a particular agreement, wherein the United Low-Provinces are named the chief place of Rendevous of this Negotiation or intended Contract, whereunto divers Countries have condeſcended.

The authors of this project (under the ſaid private name) do deſire for the advancement hereof permiſſion to execute the ſame, ſafeguard to be protected from all injuries and to repair all damages which might be done unto them, in hoſtile or peaceable manner, freedom of all Taxes, and aſſurance for their Perſons and Goods, according to an inſtruction.

To which end the Maſter General of the ſaid Counting-houſes (if breach be made by any one of the Parties in any Article of this Covenant) is to receive the complaint, and to conſult with his Council of aſſiſtance, and ſo to give notice thereof unto the next Neighbour Prince or State of this Society, to ſee the ſame redreſſed or amended. If that Prince do deny to be aiding, or be forgetful therein, he ſhall be acceſſary, and judged as guilty as the firſt offendor: Whereas on the contrary, the forfeiture of the revenues of this firſt offendor for the time ſhall be his. And the Society may remove their Counting-houſes, or change them into Correſpondencies, if other Princes and States ſhould alſo prove to be negligent, and without reſpect had to their private gain, abandon ſo good an action, loſing their title or revenue, violating the Law of Nations, wherewith (no doubt) moſt Princes ſhall find themſelves aggrieved, and theſe Princes or Perſons Tranſgreſſors will find the worſe, and indanger their Eſtates to their great diſhonour through all the World, and diſturbance of other Neighbour Princes.

For the better advancement hereof there is a place reſerved for reward of two unknown Perſons, which by their induſtry, labour, and ſcience ſhall be thought worthy thereof, one bearing the name of it.

This Princely Contract requireth a ſerious conſideration. The Stock or Capital is 2 ½ millions, or 2500000£ ſterling, or ten millions *Flemiſh*, which (increaſed by 900 correſpondencies) will make the ſtock to be 25 millions, or 100 millions *Flemiſh*. It being very probable, that through all the World there lieth ſo much Money dead without any uſe or imployment. The calculation of ten upon the hundred, by the year, doubleth yearly; ſo that he who by gift imployeth 100£ yearly for ever: And this is ſuppoſed to be gotten by five ſeveral means, *viz.* by *Cambium*, *Bank*, *Mons Pietatis*,

Pietatis, *Menſa Argentaria*, and *Domus Commutationis*, whereof you may find the particulars in this Book. The proceeding of this matter of great conſequence hath been interrupted by *Monſieur Olden Barneuelt* lately Executed at the *Hague* in *Holland*, the ſequel hereof time will diſcover, and we may ſay with the Poet,

Quid non mortalia Pectora cogunt, &c.

CHAP. XVIII.

Of Moneys delivered upon Lives, Annuities, and Penſions.

HAVING intreated of Moneys delivered at Intereſt without caſualty, and ſo termed Uſury, by reaſon of the Contract of benefit without adventure: It is convenient to handle of Moneys delivered upon Lives, when Merchants do give twelve upon the hundred without Pawn, called beyond the Seas after the Penny 8: The moity whereof with Pawn is ſix upon the hundred, or double eight, according to the Penny 16, as aforeſaid. The Penny 8 is 12 $\frac{1}{2}$, for eight times 12 $\frac{1}{2}$ maketh one hundred: So the Penny 16 which is uſed for Rents upon Houſes or Lands is 6 $\frac{1}{4}$, according to which Penny 8 upon one life or double for one year (ſo they all live) is equal upon eight lives. This is much uſed in divers Cities beyond the Seas, to draw Moneys into their hands. As for example.

One hundred Pounds is delivered to have two hundred Pounds for it at the years end upon eight lives, if they all live, you have two hundred Pounds to buy a perpetual Rent, or ſometimes as it hath been, to give 20 *per* 100 for the year, and ſo from year to year, and dying the principal is theirs.

One hundred Pounds for eight lives (by equality decreaſing the Penny eight) is 12*li.* 10*ſ.*; for two lives, 11*li.* 2*ſ.*, for three lives, 10*li.*, for four lives, 9*li.* 1*ſ.* 9 Pence, is 6*li.* 5*ſ.* for eight lives.

The City of *Amſterdam* was wont to give good conſideration, and did obſerve this order upon a hundred Guelders for eight lives gave ——— 16—13—4 Obſervations of Money delivered upon lives.

Of nine lives	19—01—0
Upon ten lives they gave	22—04—5
Upon eleven lives	26—13—4
Upon twelve lives	33—06—8
Upon ſeven lives	14—06—4
Upon ſix lives	13—06—8

Here you are to remember the obſervations of Aſſurors, whether the perſons be young or old, ſober in their diet and behaviour, much travelling abroad or ſtaying at home, ſubject to ſickneſs, and the like conſiderations.

Moneys delivered upon Annuities for Rents, ſeem more reaſonable than Penſions upon lives, becauſe you bear only the adventure of the decay of houſes or deſtruction of them in time of War: And much more ſhould be given without Pawn, than Pawn or morgage. Rents upon Houſes.

It is commodious for a man, having waſte grounds and intending to build upon them, to take much Money upon Rent after 6 $\frac{1}{4}$ *pro cent.* which many Cities give continually to increaſe their Wealth and Inhabitants. And becauſe the valuation of their Money doth often alter and is inhaunced, whereby all things become dearer, the Parties are adviſed to have their Rents paid *in ſpecie*, in Crowns, Dollers, Ducats to be paid as formerly they were currant; the dangers in times of Wars cauſeth Rents to decreaſe, for the ancient Rent is always firſt to be paid, although all others be loſers. Rents paid *in ſpecie.*

CHAP.

CHAP. XIX.

Of the Denomination and Diviſion of Moneys of divers Countries.

THE Denomination, Diviſion, and Subdiviſion of the Moneys of all Countries, is moſt neceſſary for Merchants and all others to be known; becauſe without it, they ſail in the courſe of Traffick without compaſs, abandoned at all uncertainties and dangers to have true equality and equity obſerved in their buyings and ſellings, and that more eſpecially if the courſe of Exchanges be neglected, as ſhall be declared hereafter.

Some of theſe Moneys are imaginary, and ſome are ſubſtantial or real in ſpecie, *and yet not concurring in price or value.*

England. IN *England* concerning Silver Coins, there is the Crown of five Shillings, and the half Crown of two Shillings ſix Pence, the Shillings, the ſix Pence, the four Pence or Groat, the three Pence, two Pence, three Half-pence, the Penny and half Penny of Sterling Silver, and the Farthing of Copper.

The ordinary Golden Coins are the unite pieces of 22 Shillings, the half of 11 Shillings, and the Crowns or quarters of five Shillings ſix Pence, and the $\frac{1}{8}$ part two Shillings nine Pence, and the five pieces Coined at four Shillings, making twenty two Shillings, with the Roſe and the Thiſtle.

The Laureat King *James*, of twenty two Carrats fine of twenty Shillings, and the half peice.

Scotland. In *Scotland* is the Croſs Dagger piece of eleven Shillings, and the half of it, and their Rider of ten Shillings ſix Pence, and for the Silver Coin the mark piece valued at 13 Pence $\frac{1}{2}$ in *England*, and the half of the ſame, as alſo ſix ſmall pieces of above two Pence for the ſaid mark.

Ireland. In *Ireland* where no Mint hath been ſince King *Edward* the fourth of *England*, the fifteen Shillings Sterling make twenty Shillings Iriſh, and the Silver Harp of nine Pence Sterling is there currant for twelve Pence, and the moity thereof accordingly, and the aboveſaid Gold Coins are currant as in *England*, or in Sterling reduced into their Iriſh Moneys one third part more: So that the twenty Shillings piece of Laureat King *James*, is there four Nobles, and all other diviſions of it accordingly. So the Engliſh Shilling is ſixteen Pence Iriſh, and the parts of it accordingly. All other old Iriſh Coin is out of uſe, and little quantity to be found of it.

Germany. In *Germany* they make all their Moneys by the account of Batſen, every Batts four Creutzers, Coining pieces of three, ſix, and twelve Creutzers. So the Ducat of *Hungary* maketh 27 Batſes; the Gold Guelder 18 Batſes; the Poliſh Guelder or Doller 15 Batſes, Teaſtons five Batſes. The ſaid Gold Guelder was valued *Anno* 1520 to be currant in *Holland* for 28 Stivers, whereby their Corn is bought and ſold, which is erroneous and imaginary, becauſe there is no ſuch piece *in ſpecie*. So was the Doller and the Silver Guelder, called Gros or Unciales, weighing an Ounce.

The Ancient *Romans* called an Ounce a Guelder, and the 8 Ounces made one mark, and 12 Ounces or Guelders were reckoned for one Pound, and there were Coined pieces called *Nummi Dragmi, alias*, Groſleyn, is the eight part of a Doller; Angelicies was the $\frac{1}{3}$ of a Doller, making three Batſes or twelve Creutzers, called Schriekenborgers.

The

The ſaid *Angelici* were Tribute pennies, which being allay'd and made worſe, did obtain the name of *Bats*, as it were ſeeking of a benefit, which ſince have been more imbaſed, and therefore deſerve that name of *Batſes*: They are called in *Thuringia*, *Gulielmi*; and in *Bohemia*, *Bohemici*; in regard of the ſaid Tribute, whereof they have alſo 12 pieces dividedly for 12 pence, which penny is all *Germany* over two Hellers, by way of account. The Doller was firſt made upon ſixty and five Creutzers, which (in thoſe Coins ſo imbaſed) are anſwered by 72 Creutzers: And in other Cities of *Germany* they reckon, as followeth, upon divers Coins, ſome made, and ſome imaginary.

At *Auguſta* they have ſmall moneys, Groſſes of three Batſes, Lion pieces, whereof two make a Creutzer; the Black-penny four to one Creutzer, Snubourgh, Blaphart, or Bohemicos of three and $3\frac{1}{2}$ Creutzers; the Rycks-doller is thirty Albs of eight pence every Alb, or ſeventy and two Creutzers for the ſaid Doller. *Auguſta.*

At *Frankford* they divide their Florens of ſixty Creutzers, by twenty ſhillings, and every ſhilling in twelve Hellers, according to the pound. *Frankford.*

At *Norembourgh* in like manner, and the Creutzer is four pence, every penny two Hellers, and five pence called a Fynfer or five Pennicke. *Norembeurgh.*

At *Stransborough* they uſe Blapharts, Groſſes, Bohemicos of three Creutzers, every Blaphart ſix pence of two Hellers or four Ortlyn. *Stransborough.*

At *Bokemia*, as in *Germany*; and the *Bohemici*, are whitgroſs of three Creutzers; the Doller is twenty four Bohemicos, of twelve Angſter, every Bohemico ten pence, and one Mark is forty Bohemicos, and Scoc, is ſixty Bohemicos. *Bohemia.*

At *Vienna*, the Rycks-doller is eight ſhillings, and the Ducat twelve ſhillings. *Vienna.*

At *Tiroll* the Doller at ſeventy two Creutzers, of five Fynfers or Hellers the Creutzer. *Tiroll.*

In *Hungary* the ſaid Rycks-doller is ſeven ſhillings ſeven pence, now inhanced to eight ſhillings. *Hungary.*

At *Cologne* and *Cleves*, a Guelder is 24 whitpenny, of twelve Morkens, and every whitpenny is two ſhillings or ſtivers, and four Mark for the Guelder. *Cologne.*

At *Hamborough* the Doller coined at thirty and one ſhillings Lups, and for many years currant for thirty and three, is inhanced now to fifty and four ſhillings of three whitpenny, and every ſhilling is twelve pence, of two Hellers every penny. *Hamborough.*

In *Pomerania* the ſaid Doller is thirty and two ſhillings, of two Snudens, one Mark Snudens is eight ſhillings Lups, and the two Marks Snuds, are one Mark Lups. *Pomeraniâ*

At *Dantzick* the Doller thirty and five Groſs of three ſhillings, and in other places, as you may find upon the moneys denominated hereafter in the Chapter of the imaginary moneys of Exchanges, for Merchants further directions. *Dantzick*

CHAP. XX.

Of Merchants Accompts kept by Debtor and Creditor.

THE manner of keeping Accompts by Debtor and Creditor, was firſt deviſed in *Italy* upon very good Conſiderations. There is great Affinity between Faith, Truſt, and Confidence; in Divinity Truſt and Confidence are two Hand-maids unto Faith, even as Faith is the Hand whereby we apprehend GOD's Mercies, to repoſe our Truſt in Him, and to be confident thereof: But in Humane Actions the word Truſt is more proper, which imployeth a credit or belief which we give or repoſe upon others, or others do attribute and give unto us. Hence

proceedeth the *Italian* Speech, *Star dal Credere*, grounded upon the Maxim of that Civil Law, *Omnis homo bonus, donec contrarium probetur*; whereupon a man negotiating in this World muſt truſt and be truſted: He that is truſted with any Goods, Moneys, or other moveable things, is therefore called a Debitor or Debtor unto the Party that truſteth him therewith, and he calleth that Party his Creditor, becauſe he gave him Credit for the ſame; whereby Debtor and Creditor concurreth between Party and Party. Suppoſe now that a young man being of age to manage his own, is deſirous to deal in the World in Traffick and Trade, by buying and ſelling of Commodities, or to let out his Money at Uſe, or by Exchange, for other Countries, (unto which three actions we ſtill obſerve our method, as being the eſſential parts of Traffick, as often hath been declared) and thereupon he endeavoureth to keep a true account of all his proceedings and negotiation, by way of this manner of account by Debtor and Creditor, that is to ſay, to have ſtill a Creditor unto a Debtor, and a Debitor unto a Creditor, which muſt reciprocally anſwer each other. Now conſidering of his means for the effecting hereof, he findeth that he hath one hundred Cloths, two hundred Kerſies, or any other Commodities left him by his Father or Friends, and moreover ſome thouſand Pounds in ready Money, and five hundred Pounds in Debts owing by ſeveral Perſons, payable at ſome time to come, beſides ſome hundred Pounds yearly in Lands, or Leaſes: Out of all theſe he maketh a ſtock or Capital, which he doth enter into a Book called a Journal, becauſe it containeth his dayly actions from time to time; and from this Book they are transferred or ſet over into another bigger Book, called a Liedger, becauſe the ſame remaineth (as lying) accordingly in a place for that purpoſe.

A Journal Book.

A Liedger Book.

The *Spaniard* doth call this Book *El Libro grande*, and the Journal he calleth *Manuall*, being a far leſſer Volum, commonly but one third part of the other, being manuable, and unto this they keep a Borrador or Memorial, wherein all things are firſt entred, and may upon occaſion be blotted, altred, or by error be miſcaſt or not well entred.

A Memorial Book.

But in the Journal or Liedger Book there may not be any alteration of Cyphers, blotting (nor places left in blank in the Journal) but one parcel without intermiſſion muſt follow another, otherwiſe the Books are of no Credit in Law, or before any Magiſtrate; whereas otherwiſe much Credit is given to Books, well and orderly kept, for the deciding and determination of many controverſies which happen between Merchants and Merchants, and their Factors, which is the cauſe that I could not omit to write thereof, as a branch of the Law-Merchant, to the end that ſuch Judges and others that are unacquainted with the manner of it, may be inlightned in their proceedings, which in matters of this nature, may come before them to be determined.

The manner how he doth enter them into the Journal is as followeth.

WHerein obſerve, That every Debitor muſt have a Creditor, and ſo on the contrary every Creditor his Debitor, and always the left ſide of your Liedger Book being open is the Debitors ſide, and the right ſide of the ſaid Book towards your right hand is the Creditors ſide, wherein you enter every Account by it ſelf from the parcels of your Journal, which parcels in the ſaid Lieger Book are found in the Journal, by the date of it when it was made. But in the Journal, the Leaves or Folio of the Liedger, are noted over a line in the Margain for the Debitor, and under the ſaid Line for the Creditor: And ſo in the Liedger Book every parcel hath in the later end a direction to the *Folio* or *Carta*, as the *Italians* call it, whereby the Debitor ſhews his Creditor, and the Creditor makes relation to his Debitor; which words are not uſed, but underſtood, by, Such a one oweth, and Such a one is due to have; not only of Perſons, but of Things themſelves. As the great Merchants which buy and ſell many Commodities for themſelves, or for others, they will arm an Account, which is the *Spaniſh* Phraſe, *Armar una Cuenta*; but in plain *Engliſh*, They will keep or frame an Account for themſelves, and make their Ware-houſes or Magazin

How parcels are found in the Liedger and Journal.

Magazin.

Debitor,

Debitor, becauſe the Warehouſe is truſted with the Wares or Commodities: Others will make the Commodities Debitor, and their own Capital or Stock Creditor. In like manner (becauſe their Moneys are laid up or locked in a cheſt, which they call Caſh) they will therefore imagine this Caſh to be a perſon whom they have truſted, and make the ſaid Caſh a Debitor for the Money they put into it, and when they pay out that Money, or any part thereof, they will make Caſh Creditor, and that party to whom it was paid ſhall be made the Debitor, and if he do pay the ſame by your order to another party, he ſhall be made the Debitor, and ſo the other is diſcharged and becometh a Creditor; and ſo from one to another, until you come to receive the Money again, and then Caſh is Debitor again: For you muſt ſtill have a care to find Debitor to have his Creditor, and that every Creditor may have his Debitor. It ſeemeth that *William Sommers* (being a Jeſter to King *Henry* the eight) had ſome inſight in this manner of Account: For when the King told him, that he had delivered a good Sum of Money unto a Gentleman, a follower of his, *Sommers* anſwered, That for doing ſo he had noted in his Book, that the King was a fool, giving his reaſon for it, Becauſe the Gentleman would never return back again, and that the King was cozened: But the King asked of *Sommers*, What he would do, in caſe the Gentleman did return with the Money? Whereupon *Sommers* anſwered, Then I will put him in my Book for a fool, and put you out, *Sic nugæ ſeria ducunt.*

Capital or Stock. Caſh or Cheſt. A merry Jeſt of *William Sommers.*

To return to our young Merchant, by this time he hath taken an Inventory of his Eſtate, and cauſed his Cloths and Kerſies to be valued, and findeth that the hundred Cloths are worth ſome 1200 ℔ one with another, and his two hundred Kerſies of *Devonſhire* 400 ℔: Hereupon entring the year, month, and day in the Journal, he maketh Debitor and Creditor as aforeſaid.

Magazin or Warehouſe oweth unto Capital or Stock 1600 ℔ for one hundred white Cloths of the Marks following, amounting to 1200 ℔, and for two hundred *Devonſhire* Kerſies at 40 ℔ the Pack of twenty pieces, which of mine own Eſtate I find in this my Warehouſe Parcel of my Patrimony, amounting together in Wares 1600 ℔, and this ſum is drawn out in the Margin towards your right hand in the ſaid Journal.

The manner of making Debitor and Creditor.

Caſh oweth unto Capital or Stock (you need not to ſay of me *A. B.*) the ſum of 1000 ℔, for ſo much ready Money which I find this day in Caſh, proceeding of, *&c.* and this ſum is likewiſe drawn out, *&c.*

B. M. Mercer oweth unto Capital 300 ℔, which he owed by Bill unto my Father deceaſed, payable in two payments, namely, *&c.* ſum 300 ℔.

N. W. Merchant oweth unto Capital 200 ℔ for ſo much owing by him unto my Father deceaſed, which is payable the 25th of *March* next, by bond, *&c.*

The Mannor of *Latham* in *Lancaſhire* oweth unto Capital 1500 ℔, which was left my Father by deſcent from, *&c.* containing, *&c.* of the yearly value of 66 ℔, now in the tenure, occupation, or poſſeſſion of, *&c.* 1500 ℔. Lands.

The leaſe of the houſe called the Golden Lyon, ſcituate in *Cheapſide* in *London*, oweth unto Capital 200 ℔, for ſo much I have paid unto the Company of Mercers for a leaſe of the ſaid houſe for one and twenty years, with a reſervation of a rent of twenty pounds yearly, to be paid every ſix months, now in the occupation of *A. B.* Gold-ſmith, paying me ſixty pounds yearly Rent for the ſame, I ſay coſt me two hundred pounds. Leaſes.

Plate and Houſhold ſtuff oweth unto Capital 200 ℔, for ſo much I have bought and find to be in Moveables of Plate, Apparel, and Houſhold-ſtuff ſince my Fathers deceaſe, wherewith I find all my Eſtate to be worth 5000 ℔, the particulars of which Plate and Moveables are by Inventory to be ſeen in my Book of Remembrances, or Memorial; ſo for this Parcel I draw out 200 ℔. Houſhold-ſtuff.

Here you ſee that this young Merchant hath an Eſtate of 5000 ℔ to begin the world withal, conſiſting of the aforeſaid ſeven Parcels. Theſe ſeven Parcels now are put over into the Ledger, which ſome call poſted over, in ſo many ſeveral Accounts of ſeven Debitors, and there is but one to be made Creditor for all theſe, which is Capital

Transferring of parcels to the Ledger.

Capital or Stock, which doth anſwer by correſpondency all the ſeven Debitors in their proper accounts, amounting all to the ſum of 5000 ℔ on the Debitors ſide, and ſo is here 5000 ℔ on the Creditors ſide, which doth ballance the other, being ſo termed of a pair of Ballances, wherein equal weight being laid on every ſide, the Ballance will be juſt and even; and in like manner muſt all accounts (kept by Debitor and Creditor) be even Ballanced, whatſoever the remainder of the accounts are, which falleth out by calculation upon the account. But the main Ballance of the whole Book may not differ one penny, and fractions of half pence and farthings are not uſed in Journal parcels, but accounted in the ſummaries at the firſt.

Ballancing of accounts.

This Merchant now employeth his money, and buyeth ſome other Commodities to be ſent beyond the Seas: Namely, one hundred pieces of Perpetuano's, which coſt him ready Money fifty ſhillings the piece; more, twenty Fother of Lead, at ten pounds the Fother; fifty pieces of Bays of divers ſorts, coſt him two hundred and twenty pounds; and twenty *Reading* mingled colour Cloths, amounting in all to 870 ℔, which he paid in ready money. And all theſe Commodities he doth enter into his Journal in one parcel, making the ſaid Magazin Debitor for all, and his Caſh Creditor, becauſe the ſaid Caſh was made Debitor for the Money of one thouſand pounds, as you ſee before, and now being made eight hundred and ſeventy pounds Creditor, there is but one hundred and thirty pounds more remaining in Caſh, the reſt is in Commodities.

Entring of parcels in the Journal.

For commodities bought and Money paid for them.

By this time *B. M.* the Mercer (who oweth three hundred pounds) payeth a hundred pounds of it, now Caſh is made Debitor for that one hundred pounds, and *B. M.* is made Creditor for the ſame; ſo he oweth now but two hundred pounds, and there is now in Caſh two hundred and thirty pounds.

For Money received, and a Debtor partly diſcharged.

The three exiſtent parcels by themſelves for the Lands, Leaſe, and the Plate and Houſhold-ſtuff, remain ſtill in the books untouched.

Subſtantial Wealth.

The Merchant beginneth to ſhip his Commodities, and ſendeth his hundred white Clothes for *Hamburgh* to a Factor, or his ſervant, and payeth the Kings Cuſtom, and all charges concerning the ſame: And now he frameth an account of thoſe Cloths, intituling the ſame Voyage to *Hamburgh*, or Cloths ſent to *Hamburgh*, do owe unto the Magazin one thouſand and two hundred pounds, for one hundred white Cloths ſent for my account to ſuch a man in ſuch Ships, *&c.*

Accounts for voyages for *Hamburgh*.

Then he doth charge this account of Cloths with the Cuſtom and Charges to be paid — Cloths ſent to *Hamburgh* do owe unto Caſh 60 ℔ for Cuſtom and Charges paid for the ſame, as in the Memorial Book appeareth.

Money paid for Cuſtom and Charges.

For *Sevil* in *Spain* he ſendeth the hundred pieces of Perpetuano's which he bought, and fifty pieces of Bays, and twenty fother of Lead, which did coſt him 670 ℔, and the Charges, Cuſtom, and Impoſitions are fifty pounds *in toto.*

Voyage for *Spain.*

For *Lixborn* in *Portugal* he ſendeth two hundred pieces of *Devonſhire* Kerſies, and twenty *Reading* Cloths, which coſt him ſix hundred pounds, and the Cuſtom and Charges forty pounds.

Voyage for *Portugal.*

And hereupon he armeth two accounts under the name of Voyage into *Spain*, or Voyage to *Lixborn*, or ſome other ſuch name of the ſaid Commodities, as every man thinketh good: So theſe Voyages are Debitor for the Commodities, Cuſtoms and Charges thereof, and the Magazin is diſcharged, and made Creditor as aboveſaid; and likewiſe Caſh is made Creditor, having paid the Cuſtoms, Impoſitions and Charges aforeſaid.

Magazin diſcharged.

This Merchant, not willing to bear ſo great an adventure of ſix hundred pounds, or ſeven hundred pounds in one Ship, doth cauſe himſelf to be aſſured of three hundred pounds in every Ship, at four and five upon the hundred, and payeth the ſame unto the aſſurors. Hereupon he maketh the ſaid Voyages Debitor, and Caſh Creditor for ſo much, namely, thirteen pounds for *Lixborn*, and ſixteen pounds for *Sevil*, and ſo committeth the ſame to Gods will and pleaſure, and all theſe parcels are entred into the Books. And *B. M.* the Mercer doth pay more two hundred pounds, whereof Caſh is made Debitor, and *B. M.* is made Creditor, and diſcharged of the 3 hundred pounds

Money for aſſurance.

Money received.

pounds he did owe, whereby the Merchant finding ſome Money to ſpare, he delivered out two hundred pounds at Intereſt unto another Merchant for ſix months, and thereupon he maketh this Merchant *C. D.* Debitor, and Caſh Creditor, declaring to have his bond of three hundred pounds, for the payment of two hundred and ten ℔ at ſuch a day in ſuch a place. And for the Intereſt Money of ten ℔, he maketh him likewiſe Debitor, and the account of profit and loſs Creditor. But ſome men do make a particular account of Intereſt, which is at a mans pleaſure.

Money delivered at Intereſt.

Intereſt Money.

Now the two hundred pounds which *N. W.* oweth, are due, and he deſireth to keep the Money for ſix Months at Intereſt, and to give his bond for it, which is ſo agreed between them; the Intereſt is ten pounds, for which he maketh likewiſe *N. W.* Debtor, and profit and loſs Creditor.

Moneys owing continued at uſe.

The Merchants Eſtate ſtandeth now thus, at *Hamburgh* one thouſand two hundred and ſixty pounds, at *Sevil* ſeven hundred thirty and ſix pounds, at *Lixborn* ſix hundred fifty and three pounds, at Intereſt four hundred and twenty pounds with the Intereſt, and but little Money in Caſh, becauſe of his dayly expences.

View of a Merchants Eſtate by the Books.

Suppoſe now that the Ships of the Company of Merchant-Adventurers are come from *Hamburgh*, and our Merchants Cloths are ſold to divers Merchants and others there, to be paid at ſix and ſix months, for which they have given their Bills obligatory to pay the ſame accordingly. But ſome of theſe Merchants are deſirous to pay their Money by way of anticipation, having intereſt allowed them for it, after the rate of eight in the hundred for the year, and ſo pay ready Money to our Merchants Factor, and thereupon the ſaid Factor maketh over by Exchange four hundred pounds ſterling by two Bills of Exchange to be paid here at uſance (which is two months after the date of the Bill) by Merchant ſtrangers. Theſe Merchant ſtrangers do accept the ſaid Bills of Exchanges, and you make them ſeverally Debitors for the ſame, and your Factor of *Hamburgh* Creditor for the ſaid four hundred pounds.

Return of Voyages.

Money paid by way of anticipation.

Money made over by Exchange.

Moreover, your Factor hath ſet over ſome of thoſe Merchants Bills of debt for forrain Commodities, and hath taken in payment two Caſes of Velvets, which did coſt eight hundred pounds, and he ſendeth them in theſe Ships, with an account of the Charges, Cuſtoms, and Factoridge of the ſaid Velvets, amounting to 40 ℔; ſo the Velvets coſt in all eight hundred forty pounds: For this you make a new account for Velvets, or the return of the *Hamburgh* Voyage Debitor, and your Factor Creditor for the ſaid eight hundred and forty pounds, as aforeſaid. And becauſe you are to pay pay great Cuſtom and Impoſition of theſe Velvets, and your Caſh is not well provided; you take up by Exchange here ſixty pounds to be paid by your Factor at *Hamburgh*, and deliver your Bill of Exchange for it, and receive the Money; now Caſh is made Debitor for the ſame, and your Factor, that is to pay the Money, is made Creditor for it accordingly.

Velvets bought beyond the Seas.

Money taken up by Exchange.

This Factor doth now by land ſend unto you the account of your hundred Cloths ſold unto divers Merchants as aforeſaid, and this account is made in *Hamburgh* or *Lups* Money, and it is ſuppoſed amongſt Merchants, that ſix and twenty ſhillings and 8 pence of their Money, is correſpondent to our twenty ſhillings ſterling; according to this you reduce your *Hamburgh* Money into ſterling Money after the rate, and your Factor in the ſame account hath already deducted his Factoridge, Cuſtoms, and all charges incident upon the Cloths ſold by him: So that caſting your account upon the nett Provenue of your Cloths, he hath received clear Money one thouſand four hundred and eighty pounds ſterling; hereof now you do make your Factor Debitor, and the Voyage for *Hamburgh* Creditor, and coming to your Ledger Book, you find the ſaid Voyage Debitor one thouſand two hundred and ſixty Pounds, and now to be made Creditor one thouſand four hundred and eighty Pounds: So you find here is two hundred and twenty Pounds clear gains by the account, unleſs you ſhall become a loſer in the Velvets; for the Money, deducted for intereſt to him that paid before his time, is already deducted in the account of Cloths; ſo that to clear this account of the Voyage, you make the ſame Debitor for the

Cloth ſold beyond the Seas, and account ſent of them.

Hamburgh. Money reduced into ſterling.

the ſaid two hundred and twenty pounds, and the account of profit and loſs Creditor for the ſame.

You have now ſold your Caſes of Velvets, the one for ready Money, and the other at ſix and ſix Months days of payment, to *W. W.* Mercer, amounting to 520 ℔; whom you have made Debitor for the ſame, and your Velvets Creditor, and for the other you have made Caſh Debitor for four hundred ninety pounds, which you have received, and likewiſe your Velvets Creditor for the ſame ſum; ſo in both, 1010 ℔: And caſting up your Charges, Cuſtoms and Impoſitions of your Velvets, you find them to amount unto 80 ℔, and for this ſum you make Velvets Debitor, and Caſh Creditor: So your Velvets did coſt with all the ſaid Charges 920 ℔, and they were ſold for 1010 ℔; ſo there is 90 ℔ advanced by the ſaid Velvets, whereof to clear this account, you make Velvet Debitor, and Profit and Loſs Creditor, as aforeſaid. Having now Money in Caſh, you make over 300 ℔ for *Amſterdam* by Exchange, with condition and order to your Factor, That from time to time, as the Money groweth due, he ſhall make it over again by Exchange unto you at double Uſance, which is two Months, as you made it over unto him: Some now in this Caſe will Arm an account of Exchanges; but it is better to make the Factor of *Amſterdam* Debitor for it and Caſh Creditor.

Return from *Spain* in Tobacco.

Ships are now arrived from St. *Lucar* in *Spain*, and your Factor of *Sevil* hath ſold you Perpetuano's, Bays, and Lead, and in return thereof hath ſent you a parcel of of Tobacco, becauſe Cutcheneal was too dear, and rich Indigo is here too good cheap: Withal he hath ſent you the account of your Commodities kept in Royals of Silver, accounting ſix pence for a Royal of the clear Provenu, being 27240 Royals, making ſterling 681 ℔, whereof you make him Debitor, and the Voyage for *Spain* Creditor, and when you come to your Ledger Book, there it appeareth that the ſaid goods did coſt you 736 ℔, and ſo there is loſt 55 ℔. For this now to clear the account of the ſaid goods, you make Profit and Loſs Debitor, and the ſaid Voyage Creditor to ballance this loſs, contrary to the gain, the Tobacco did coſt with all charges 24800 Royals, which is 620 ℔, for this you make an account of Tobacco Debitor, and your Factor of *Sevil* Creditor, in the ſame manner as you did your Velvets, putting thereunto the great Impoſt which you paid for the ſame, and all charges; and having ſold your Tobacco for ten ſhillings a pound one with another, you find to have made clear above one thouſand pounds, be it 1010 ℔, which coſt you in *Spain* but 620 ℔, ſo here is 390 ℔ gotten; but when you loſt 55 ℔ by your Wares ſent into *Spain*: Well, this account is cleared, Tobacco is made Debitor 390 ℔, and Profit and Loſs Creditor for the ſame, and now you are well ſtored for Money, for all is ready Money, ſaving 300 ℔ at ſix Months. Hereupon you make more Money over by Exchange for *Amſterdam*, by ſeveral Bills to your Factor, to the ſum of 500 ℔, and thereupon he is made Debitor, and Caſh Creditor for the ſaid ſum, *Interim* your ſaid Factor of *Amſterdam* hath made over unto you by Exchange, the former 300 ℔ back again, for which you make him Creditor, and the party Debitor that is to pay you the Money at double Uſance.

Accounts of goods ſold in *Spain*.

Loſs upon Wares in *Spain*.

Reduction of Spaniſh Money into ſterling.

Gain by Tobacco.

Money made over by Exchange.

The Ships of *Lixborn* are alſo arrived, and bring in return of your Kerſeys and *Reading* Cloths, forty Cheſts of Sugar of the three ſorts, *Pancla*, *Maſcavado*, and *Blanco*, or white, with advice that the Commodities are ſold at a reaſonable rate, for by the account it appeareth that the Net Provenu of it cometh to 1204 thouſand 800 Reys, which make 3012 Ducats of ten Royals, or 400 Reys, is ſterling 753 ℔; ſo that there is advanced by the account juſt one hundred pounds, which are carried to the account of Profit and Loſs, as in the former accounts. The forty Cheſts of Sugars did coſt 550 ℔, whereof the Factor of *Lixborn* is made Creditor, and the account of Sugars Debitor, in like manner as aforeſaid, *Mutatis Mutandis*, and the ſaid Sugars were ſold payable at ſix and ſix Months, for 820 ℔; ſo that, the charges and cuſtoms deducted, there was 190 ℔ gotten, which are likewiſe poſted to the account of Profit and Loſs.

Reduction of *Portugal* Money into ſterling.

Money which was made over, returned by Exchange again.

The 300 ℔ made over from *Amſterdam*, are now due to be paid here, and the Merchant

chant doth offer you to pay them by a new Bill of Exchange, whereunto you agree, and hereupon you make him Creditor, and your Factor of *Amſterdam* again Debtor; and withal you make over by Exchange other 200 ℔ payable at double Uſance, and for this you make him Debtor alſo, and Caſh Creditor.

The year is now almoſt expired, and every provident Merchant doth commonly make up his Accompt, and draweth a ballance of his Book, and this Merchant findeth to have received of his Mannor of *Latham*, and Leaſe of a Houſe 106 ℔, and for this he chargeth his Caſh, and carrieth the ſame to Gain and Loſs, as he did all the former parcels. Then he doth caſt up his expences of Houſe-keeping, which came to 150 ℔; and for this he maketh Profit and Loſs Debtor, and Caſh Creditor.

Money received of Lands and Leaſe.

Expences of Houſe-keeping reckon'd.

The 400 made over from *Hamborough* are received, and Caſh is Debtor for it, and the Parties that paid the ſame, are made Creditor, and diſcharged. Now by the Accompt of Profit and Loſs, there appeareth to be gotten 911 ℔ clear, all Charges and Expences deducted: this is now carried to Stock, which is now 5911 ℔. Hereupon take all the remainders of the Accompts by Debtor and Creditor, which is the ballance of the Book, and you ſhall find nothing on the Creditor's ſide, but the Capital of 5911 ℔, which is ballanced by the nine Accompts following, and the three Accompts for the Lands, Leaſes, and Houſhold-ſtuff, amounting to 1900 ℔ unaltered; ſo 1900 ℔ for the ſaid Lands, Leaſe, Plate, and Houſhold-ſtuff.

Gains of the Accompt of Profit and Loſs, and Loſs carried to Capital or Stock.

Ballance of the Leiger Book.

420	Owing by two Parcels at Intereſt, by *C. D.* and *N. W.* Merchants.
520	Owing for Velvets, ſold to, *&c.*
300	Owing for Tobacco, ſold to, *&c.*
820	Owing for Sugars, ſold to, *&c.*
1000	Owing by the Factor of *Amſterdam*, &c.
180	Owing by the Factor of *Hamborough*, &c.
61	Owing by the Factor of *Sevil*, &c.
203	Owing by the Factor of *Lixborne*, &c.
507	Ready money in Caſh.
5911 ℔.	

Thus it appeareth, that this Merchant hath augmented his Capital or Stock Nine hundred and eleven Pounds, being now worth 5911 ℔. And if he had been a Loſer by the Accompt of Profit and Loſs, then muſt he make his Capital Debtor, and the ſaid Accompt Creditor, to ballance the matter, whereby his Stock would have decreaſed. Now by theſe proceedings in buying and ſelling, receiving and paying, you may underſtand all other Voyages for what places ſoever, taking notice of the diverſities of Moneys, and calculations of Exchanges, already declared in our former Chapters, having an eſpecial care to keep an orderly Caſh-Book of all the Moneys received and paid out; which, as Money is *Publica Menſura*, or a right Judge to ſet a price unto every thing, ſo may you by the meaſure thereof (truly entred in the Caſh-Book) find out many Doubts, Queſtions and Uncertainties in Accompts: For the Moneys being proceeding from the originals of Commodities or Exchanges, and the perſons with whom you deal therein, giving you light and direction to diſcuſs their differences; and therefore it may well be compared to the meaſure of *Hercules* foot, whereby the whole ſymetrical proportion of all his Body was found out. And many Merchants Accompts are ſo intricate, and overgrown with Errors, as *Archymedes* Tomb with Thorns, when *Cicero* came to viſit it.

Loſs by the Accompt of Profit and Loſs.

The importance of a Caſh-Book.

Symetrical proportion of Accompts.

But now, methinks, I hear one ſay, You have briefly ſhewed us the manner of Accompts by Debtor and Creditor, with the application of it to a Merchant's Negotiation for Commodities and Money, and alſo by delivering Money by Exchange, and how Money is gotten by Commodities, and by letting the ſame at Intereſt; but I cannot underſtand how a Merchant getting Money by Exchange of Money by Bills of Exchanges.

Hereunto I anſwer, That it was omitted of purpoſe, becauſe it ſhould not obſcure the former demonſtration, otherwiſe the matter is of ſuch importance, that whoſoever dealeth without conſideration of it, is like to a blind man groping in the dark, and yet may

may hit the Egg: For (according to the price of Exchange) all the Commodities of the Realm which are exported, and all the Foreign Commodities imported, are ſold.

Profit of Exchange known by the Rechange.

Know ye therefore, that the benefit or profit of Exchange is never known directly, but by the rechange thereof: to which end you may remember, that our Merchant did firſt make over Three hundred Pounds by Exchange for *Amſterdam*, which were rechanged again; and then he made over Five hundred Pounds, Three hundred Pounds, and Two hundred Pounds, in all One thouſand Pounds; and now, lately, he hath made over One thouſand Pounds more for the ſaid place of *Amſterdam*, all at double Uſance, to make the better benefit and leſs charges. Theſe moneys are made over at ſeveral places, as followeth:

The manner how Exchange giveth profit.

	℔	ß	d
300 ℔ are made over at thirty five ſhillings Flemiſh for the pound, is--	525--	0	0
500 ℔ are made over at thirty four ſhillings ten pence, is Flemiſh-	870	16	8
300 ℔ at thirty four ſhillings ſix-pence, is	517	10	0
200 ℔ made over at thirty four ſhillings eight pence, is Flemiſh-	346	13	4
1000 ℔ at ſeveral prices one with another, at thirty five ſhillings-	1750--	0	0
So the 2300 ℔ ſterling paid at *Amſterdam*, is Flemiſh	4010--	0	0

Theſe Moneys have been made over, or returned again by Exchange at ſeveral prices, and the Accompt cleared, as followeth:

	℔	ß	d
300 ℔ were made over from *Amſterdam*, at thirty four ſhillings two pence, is	512	10	0
500 ℔ were made over at thirty three ſhillings ſix-pence for the pound *ſterling*	837	10	0
500 ℔ at thirty three ſhillings nine-pence, paid at *Amſterdam* for the pound	843	15	0
500 ℔ at thirty three ſhillings eight-pence in like manner, is	841	13	4
The Factor taketh for his Salary, and paid to Brokers	21	4	8
And maketh over 500 ℔ more, and gave thirty three ſhillings ten pence for the pound	845	16	8
More at the ſame price of thirty three ſhillings ten-pence, he made over the juſt remainder in his hands, being 101 ℔ 10 ß 4 d, and ſendeth a particular Bill of Exchange of 63 ℔ 11 ß for it-	107	10	4
	4010	0	0

Gain by exchange to profit and loſs.

Here you may find diſtinguiſhed, that whereas you made over from *London* the ſum of 2300 ℔ *ſterling*, you now receive back 2363 ℔ 11 ß, whereby your profit is 63 ℔ 11 ß, of this you make your Factor Debtor, and the account of profit and loſs Creditor, and the like of other ſums for other places. The *Spaniard* therefore frameth an account of general exchanges for all places, called *Cambios generales*, to keep an even and juſt account with his Factor, admitting a certain rate between him and the ſaid Factors, according to which he rateth all the parcels of account, be it for commodities bought or ſold, or moneys paid and taken up again by exchange, which is the more labour, but more exactly done; otherwiſe it bringeth ſome alteration in account, As for Example:

Difference in the rate of exchange.

This Merchants Factor at *Hamborough* doth remain Debtor upon the Account One hundred and eight pounds, which is according to twenty ſix ſhillings eight pence for the pound *ſterling*. This money he maketh over by exchange, but he is fain to give twenty ſeven ſhillings for the pound, which doth differ four pence lups in the pound *ſterling*: ſo that for this difference you muſt make another parcel, charging the account of Profit and Loſs with this loſs, and making your Factor Creditor for it; whereas in the general account of exchanges, all is brought over in one parcel; but herein every man may follow his pleaſure.

Objection.

Another Objection is made, How ſhall a man do that hath no ſtock, or little or nothing

nothing to begin the World, as divers men that from nothing come to an exceeding great wealth? what book of Account can they keep by Debitor or Creditor?

Answer. The anſwer is manifeſt, all is grounded upon truſt. If any man will ſell you Commodities payable at long days of payment, and you ſell them, and pay him with his own, you can make him Creditor for the ſame, and the Commodity Debitor: And in like manner if any man lend Money unto you to Trade withal. So that you may perceive that this is an excellent Invention, and a moſt commodious courſe to know things readily.

The keeping of Accounts by the Bankers. The Bankers therefore that deal for Millions of pounds, and make great payments continually by aſſignation, do ſum up every ten parcels, and poſt them over to a new Account, becauſe they know at all hours whether a man be Debitor or Creditor unto them.

If the Treaſure of Princes were diſpoſed by this manner of Account, they ſhould receive many benefits and advantages.

Princes Accounts to be kept by Debitor and Creditor. Firſt, they ſhould not be in wants as they commonly are, but make their Treaſure go further in payments, becauſe they may know at all times where to find their own, and what is owing unto them.

Secondly, they ſhould not be deceived as they are by their Auditors Accounts, by way of charge and diſcharge, made ſometimes many years after, when commonly Officers are much indebted unto them, and yet call for Mony continually, which afterwards (before the Account made) is conſumed by extraordinary allowances, which are eaſily procured, when their Moneys are out of their Coffers; ſo that upon the matter, they might pay that with one penny which now doth coſt them three pence, whereof the late Wars in *Ireland* gave us a ſufficient inſtance.

Laſtly, the charges and expences of Officers would be much diminiſhed, and Princes would content their followers and ſubjects with better pay.

Notable example of King *Henry* the ſeventh. Worthy of perpetual remembrance is that noble Prince King *Henry* the ſeventh, who (in his ſingular wiſdom and policy) knowing how Princes are ſubject to be wronged by their Officers in the diſpoſing of their Treaſure, by fraudulent and deceitful accounts, which either by ignorance, or otherwiſe by connivence, do paſs, did himſelf (with great facility) take an inſpection in all his *Exchequer* Accounts, by an Abſtract of the ſaid Accounts, entred in a book by ſome experienced and skilful man in Accounts, whereunto his Highneſs did ſubſcribe his Royal Signature, before the Officers (upon good Certificate made to the Lord Chancellor) could have their *Quietus eſt* paſs the great Seal of *England*. And the ſaid King was pleaſed many times to enter into particular examination of ſome of the Accounts, whereby he did ſtrike a Terrour into the Hearts of the Officers; ſo that they became more careful, and durſt not commit any fraud or deceit by combination or toleration, but his Treaſure was duely adminiſtred and preſerved. This Signature of the Kings, in the ſaid book, is extant to be ſeen in his His Majeſties *Exchequer*.

Providence of the French King *Henry* the fourth. Urgent neceſſity cauſed the late *French* King *Henry* the fourth, when he was King of *Navarre*, to be preſent in the diſpoſing of His Treaſure: In ſo much that afterwards (in poſſeſſing the Diadem of all *France*, and calling to remembrance his former obſervation, by comparing things to their firſt principles) he found that every *French* Crown (being ſixty ſoulz) which his Coffers ſhould receive, there came not above the fourth part *de claro* unto him. Whereupon by rooting out of Corruption, depoſing of needleſs Officers, profitable emptions of things neceſſary, and by wiſe diſpoſing of them, he brought (*è contrario*) three parts of every Crown unto his Coffers, and did in progreſs of time accumulate a very great Treaſure: And yet did he increaſe Officers Fees, according to the alteration of time, which (by accidental cauſes) had made every thing dearer.

Factors Accounts. Thus much *obiter*. Now if a Merchant be alſo Factor for others in the buying and ſelling of Commodities, delivering of Monies at intereſt, and by dealings in Exchanges and Rechanges, having actoridge allowed to him for the ſame, according to the manner of Merchants, ſome more and ſome leſs, as they agree between them, the

difference in keeping other mens accounts, with whom they have any correſpondence, is but ſmall; for if it be for Goods or Merchandiſes ſold, they will intitle the Account, Goods of the Account of ſuch a man, do ow unto Caſh, ſuch a ſum paid for Cuſtome and Charges; or if it be for Goods bought, he will do the like, and diſcharge the Accounts by making the ſaid Merchant Debitor or Creditor, for it is as the ſaid Accounts require, which he doth alſo charge with Factoridge, or proviſion for his Sallary: and therefore all Factors keep a particular Account, to know what they have gotten by Factoridge or proviſion at the years end, and then they charge that Account with their charges and all ſuch expences, as they have been at, and the remainder is poſted to Capital, as in the Account of Profit or Loſs, whereupon ſome others do bring their charges and expences, and ſo carry all the proviſion to Capital or Stocke: Herein every man may uſe his pleaſure, for this manner of account affordeth many diſtinctions; All which ſeveral Branches or Members of Account may be brought to make up the compleat Body; for by the diſmembring of an Account, ſeparating every thing in his proper nature, you are inabled to find out many errours and intricateneſs of Accounts, by reducing the Body of it to his perfection.

Diſmembring of Accounts.

In this place may be expected a declaration of the ſeveral Coyns, or Calculation of Monies, wherein the Books of Merchants Accounts are kept beyond the Seas: But becauſe the ſame is founded upon the ſeveral Exchanges between Country and Countries, I have thought good to refer the ſame to the proper places of Exchanges hereafter following, and to conclude this ſecond part of *Lex Mercatoria*, with that notable queſtion made by the Civillians; Whether a Merchant or a Banker, keeping two Books of Account, the one concerning the Monies of his Bank, and the other touching trade of Merchandiſe for Wares ſhall be cenſured alike for ſuch Monies as he oweth unto his Creditors? So that the Creditors (after his deceaſe) ſhall all ſtand in equal degree to be paid, either in the whole or in part, if the Bankers eſtate be not ſufficient for the payment thereof; Herein the Judges of Merchants do make no difference, but the Civilians have made a great diſtinction therein, and they ſay, That the Book of the Bank, is more to be credited than the other; for, ſaith *Benvenuto Straccha*, the Book of the Bank was kept publickly, and the other (as it were) ſecret to himſelf: So that the Creditors of the one are to be diſtinguiſhed from the other, as being two negotiations, and to be dealt therein according to their ſeveral natures, and the means thereof extant; with ſuch conſiderations as may be incident thereunto. To declare my own opinion, I ſay, That the Canon and Civil Law, making no diſtinction in the payment of the Teſtators Debts, between Monies owing for Wares or for Intereſt; there ought not to be any difference in the nature of the debt, in regard of the Books of Accounts.

A Queſtion made by Civilians about Books of Account.

The End of the ſecond Part.

The Third Part

OF

LEX MERCATORIA,

Or the Ancient

LAW-MERCHANT;

Concerning Exchanges for Moneys by Bills of Exchanges, compared to the Spirit or Faculty of the Soul of *Traffick* and *Commerce*.

HAving (in the First and Second Part of this Book) intreated of the Body and Soul of Traffick, namely, Commodities and Moneys: Let us now handle the predominant Part of the course of Traffick, which is the Exchange for Moneys, by Bills of Exchanges for Forrain parts, compared to the Spirit or Faculty of the Soul. For as Moneys do infuse life to Commodities by the means of Equality, and Equity, preventing advantage between Buyers and Sellers: So Exchange for Moneys by Bills of Exchanges (being seated every where) Corroborateth the Vital Spirit of Traffick, directing and controlling (by just proportions) the prices and values of Commodities and Money, as shall be declared.

Many men cannot well discern the distinction of the Spirit in sundry matters, because man (consisting of Body and Soul (that) which belongeth to the Spirit) is comprised under the name of Soul: But if they be willing to understand the necessary distinction hereof, reason in the Theorick Part, will demonstrate the same in the practick Part of this discourse of Exchanges.

2 *Thess.* 5. 23.

Saint *Paul* in the latter end of his second Epistle to the *Thessalonians*, wished a sanctification to their Spirits and Souls, and their Bodies until the day of Judgment. For albeit the Spirit of man, is rightly termed to be the Faculty of the Soul; yet the parts of the Soul concerning Understanding and Will, have their proper relation; for that part called Understanding, is seated chiefly in the Soul, as Will is in the Spirit, both to be accompanied with Knowledge.

The Faculty of the Soul, is the Spirit of man.

The Philosophers have made this distinction by their Chymical observation: And such as place the Soul in the Blood (dispersed through all the Veins of the Body) do also place the Will of Man in the Spirit, residing in the heart of Man, which the Anatomists demonstrateth to be a little concavity, where the drops of the vital Blood are placed in the heart, which are seared up, and the place is shrunk in Bodies which have been Poysoned.

Application of the comparison.

To make application of this comparison between the Soul and the Spirit, we shall find by the following discourse, that even as the Spirit of Man is predominant over the Soul and Body in all the Actions thereof, which by the Blood are quickned and preserved, even so is the Exchange for Moneys by Bills of Exchanges, overruling the course of Commodities and Moneys in all places where the Action of Money is felt or seen, directing the same (by some due proportions) accordingly.

CHAP. I.

Of the beginning of the Exchange for Moneys, by Bills of Exchange.

THE Exchange for Moneys is of Great Antiquity: for (as we have declared) the first Silver Moneys Coined by the *Romans* is almost 1900 years since. And even as Mony was invented to be made of the best Metals, to avoid the troublesome carriage of Commodities up and down, and from one Country into another: So (upon the like considerations) when other nations (imitating the *Romans*) did Coin Moneys, Exchange by Bills for Moneys was devided, to avoid both the danger and adventure of Moneys and the troublesome carriage thereof. This Money now being made by divers Nations of several Standards and divers Stamps and Inscriptions, (as a Mark of Soveraignty) caused them to appoint a certain Exchange, for the permutation of the several sorts of Coyns in divers Countries, without any transportation of the Coyn, but giving *Par pro Pari*, or value for value, with a certain allowance to accommodate the Merchant: And the Officers to execute the same, were called, *Nummularii*, *Argentarii*, and *Collybistæ*, that is to say, *Nummularii* of *Nummus* or the Coin it self; *Argentarii*, because the Silver Coin was most usual in the course of Traffick; and *Collybistæ*, because it signifieth a reward for Exchanging.

The cause of the Exchanges

Here now let us observe four manner of Exchanges which have been used, and in some Countries are yet continued, albeit some of them are abrogated in *England*, commonly called *Cambio Commune*, *Cambio Real*, *Cambio Sicca*, and *Cambio Fraditia*, which denomination may be admitted.

1. *Cambio Commune.*

The first manner of Exchange called *Cambio Commune*, is properly that Exchange which the said *Collybistæ*, or common Exchangers did use by the authority of Princes and Common-weals, for the lawful and currant Moneys of their Kingdoms and Territories; which was found to be very expedient and necessary, and was established to prevent the exportation of Money from one Country into another Country: And these Exchanges did deliver in all Countries the Money in one species, for the Moneys in other species by them received, as aforesaid. Whereupon King *Edward* the third of *England* caused certain Tables to be set up at *Dover* and other places of the Realm, declaring the value of the said sundry species of Coin of all Countries trafficking with his Subjects, and the allowance which Merchants were to give to have their turns served; as may appear by the good Laws made in his time, when there were Moneys coined in divers places of this Kingdom, and not in one Mint only within the Tower of *London*. And this was long before the discovery of the *West-Indies*, from whence the Ocean of Money did run into Christendom. And for the Government of the said Tables, all was at the direction of the Master of the Kings Mint at *London*, and with a correspondence of other Mints, namely, at *Canterbury*, at *Kingston* upon *Hull*, *New-Castle* upon *Tine*, *Bristol*, and *Exceter*. And the Exchanger for the King at *London* did also depute Exchangers in the most places, except that certain Merchants of *Florence*, called *Friscobaldi*, were the Kings Exchangers at *Kingston*, *New-Castle*, and *Exceter*, who made the said Exchanges of value for value, with a reasonable allowance, and by their means were all the said Mints set on work, and the transportation of our Monys was prevented; for as Bishop *Tursds* book of *Arithmetick* declareth,

Tables of Exchange.

Friscobaldi the Exchangers.

declareth, by giving *par pro pari*, or value for value, there was no gain left to the transporter.

The Kings of *England* did constitute these Exchangers, even as the *Cambiadors* and Bankers are used in other Countries, being Authorized by the King or Prince of the said Countries, especially King *Edward* the first of *England*, who had two Exchangers, the one called *Custos Cambii infra Turrem*, who had the charge in buying of *Bullion* and to look to the Coinage of Money within the Realm, now called the Warden of the Mint: The other was called keeper of the Exchange and Rechange within or towards this Realm, for Moneys to be paid *in specie*, by Bills of Exchanges beyond the Seas. And afterwards the said Exchanges were made without naming the *species*, but according to the value of the several Coins, and this was called *Cambium Regis*, or Royal Exchange, which caused Queen *Elizabeth* to name the Burse in *London* accordingly. Kings Exchangers. 2. *Cambio Real*

This office appeareth to have been in the 11th. year of the said King *Edward*, by an Act of Parliament made at *Acton Burnel*, since which time the succeeding Kings and Queens have continued the same by 16 several Letters Patents. And whereas it seemed that the said two Exchangers could not execute their offices conveniently being asunder; it fell out that, in *Henry* the sixth his time, a Law was made, by which both offices were put into one mans hand, and so continued many years, until the time of King *Henry* the eight, when he caused base Mony to be made at the Siege of *Bulloign*, whereupon no certain Exchange could be grounded: Albeit that before that time, in the two and twentieth year of his Raign, he caused a Proclamation to be made according to an old Statute made in the time of King *Richard* the second, That no person should make any Exchanges contrary to the said meaning or Act of Parliament, upon pain to be taken to be the Kings mortal enemy, and to forfeit all that he might forfeit. For in his noble Fathers time King *Henry* the seventh, the Bankers had invented a Course of Merchandising by Bills of Exchanges, which they named *Cambio Sicco*, and *Cambio Fictitio*. Exchanges discontinued. The Chronicle of *Grafton*.

This *Cambio Sicco*, *alias* called dry Exchange, is in this manner: A Merchant hath occasion to use, *Verbi gratia*, one hundred £, which they will deliver him in *London*, to be paid unto their Factor at *Stoad*: But having there no Factor of his own, the said Merchant is content to make his Bill of Exchange upon the Bankers Factor, payable to him the said Factor, with order and advice, that when the said Bill shall be due, he shall charge him by Exchange again, and take up the Mony there, and he will pay the same with the rechange and charges of Factoridge and Brokeridge: Wherein they will be sure to make him pay very great Use or Interest, of fifteen or twenty in the 100 for the taking up of this Mony, and to make it more dryer Exchange, they will be contented to take no Bill at all, but the Merchants promise to pay it, as other men do at the same time, dealing in Exchange for the said place of *Stoad*, and in like manner for other places. 3. *Cambio sicco.*

Cambio fictitio is yet more pernicious, and performed in this manner: A Merchant (to keep his credit) being driven to buy goods for a shift, when Mony is not to be had, and he will not be beholding unto others, coming unto them (as having store of Commodities at all times) they feign that they have need of Mony, and must sell their Commodities for ready Mony; provided always (say they with loving protestations) we will pleasure you thus far, look what the Goods come unto, we will take it up for you by Exchange for *Venice*, *Lyons*, or some other place, so as you will pay us for Exchange, Rechange, or any other incident Charges: Whereunto the Merchant agreeing, then shall he be sure to pay soundly for the Use of the Mony, and lose exceedingly upon the Wares. 4. *Cambio fictitio*

These two biting manner of Exchanges being discovered, were by an Act of Parliament prohibited in the 3 and 4 year of King *Henry* the seventh: Afterwards (as is noted) the Exchange being discontented in the time of King *Henry* the 8, it happened that the former abuses came to be rise again in the reign of King *Edward* the sixth, which caused the Use of Exchange to be utterly forbidden for a short time. Exchange was forbidden.

But

But as Ships cannot ſail without Water, no more can Traffick ſubſiſt without Exchange in the accuſtomed places: So that the inconveniences appearing it was reſtored again in hope of good dealing and reformation promiſed by other Princes, concerning the Royal Exchange. But in the time of Queen *Mary* it was again neglected; who being Married with King *Philip* the ſecond of *Spain*, did continue in thoſe things, becauſe the dominion of the *Low-countries* were eſteemed to be under one degree.

Complaints of Exchanges.

In the beginning of the Raign of Queen *Elizabeth*, new complaints were made of the New Exchanges, by Mr. *Huſſell* Courtmaſter of the Company of Merchants Adventurers; but no man could apply or find a remedy to moderate the Inequality of Exchanges, and to have value for value, as appeareth by Letters Patents granted to the old Lord Treaſurer *Burghley*, who did not execute the ſame in three and twenty years after, for want of true direction; to the great loſs of the Realm, as may be ſeen by a Commiſſion in Blank returned by divers Merchants: Albeit the *Italian* Merchants in thoſe days could not deny the abuſes thereof being expoſtulated withal, as by their Politick Letters appeareth, under the hand of *Acerbo Velutelli*, *Suigo Cavalcanti*, and others, who wanted not ſome upholders to maintain their private benefit.

CHAP. II.

Of the true Calculation of Moneys in Exchange by Bills of Exchanges, according to Par pro pari.

The true ground of Exchanges.

THe true Royal Exchange for Moneys (by Bills of Exchanges) is grounded upon the weight, Fineneſs and valuation of the Mony of each Country, according to the *Par*, which is, value for value: And ſo is our Exchange of *England* grounded upon the weight and fineneſs of our Moneys aforeſaid, and the weight and fineneſs of the Moneys of each other Countrie, according to their ſeveral Standards proportionable in their valuation, which (being truely and juſtly made) maketh the price of Exchange for every place, according to the denomination of the Mony, whereupon all Exchanges are made.

Theſe Exchanges do much differ in the name and proportion between the Gold and Silver obſerved in moſt Countries; ſo that we are to examine and compare our weight aforeſaid, with the weight of other Countries: And the fineneſs of the Sterling Standard with the fineneſs of the ſeveral Standards of the Coyns of other Countries: And if we differ not with them in the proportion between the Gold and Silver, then may our Exchanges run at one price both for Gold and Silver, taking the denomination according to the valuation of Moneys of each Countries: And hereby ſhall we find how much fine Silver or Gold our pound ſterling containeth, and what quantity of other Moneys of *Germany*, *Italy*, *France*, the *Low-countries*, *Eaſt-land*, and elſewhere we are to have in Exchange, to countervail the ſame in the like weight and fineneſs anſwerable unto ours, be it by the Pound, Doller, Ducat, Crown, or any other imaginary or real Coin, giving always value for value, and receiving the like, which is called *Par*. But this courſe of Exchange being of late years abuſed, and (as it were) made a Merchandiſe, doth overrule the courſe of Commodities and Moneys by riſing and falling in price, according to plenty and ſcarcity of Money, and in regard of diſcrepance and diſtance of time and place: Which made ſome Merchants (by miſtaking) to compare the courſe of Commodities and Exchange to be a like; as if the meaſure of a thing

The manner to calculate Exchange.

Imaginary and Real Coin.

Par of Exchange.

thing, and the thing measured thereby were alone. For even as Money is *Publica Mensura*, or the publick measures within the Realm between man and man: So is Exchange for Moneys the publick measure between us and Forraign Countries for all Commodities bought and sold, which therefore requireth a certainty in the calculation of the *Par* aforesaid, admitting nevertheless an advantage above the same, upon occasions on either side.

Exchange the publick measure of Nations, &c.

This Exchange is properly made by Bills, when Money is delivered simply here in *England*, and Bills received for the same, to have the payment thereof in some other Country beyond the Seas, or when the like is done beyond the Seas, and the Money is received here in *England*, and that upon a certain price agreed upon between Party and Party, which is termed the price of Exchange, whereof Merchants have the only and whole disposing, and buy and sell their Commodities beyond the Seas accordingly: Without that few or none of them do look into the nature of Exchange, as aforesaid, but only to the present object, which is, to know how the price of Exchange goeth at the time when they have occasion to deal therewith: Howbeit such Merchants, as never or seldom deal for Commodities, but altogether for Money by Exchange, have another observation therein; and Merchants that will be Exchangers indeed, must know perfectly the weight and fineſs of our English Coyn, and of the Forraign Coin also, and compare the same together to make the said calculation of Exchanges; wherein they are not to be directed by the valuation which is uncertain and inconstant, much less by the tolleration of Moneys beyond the Seas to go currant above the said valuation; so that by Authority they ought to be governed and directed herein, declaring the true value for value, or *Par pro Pari*, as the very foundation of all Exchanges; becauſe this is not a fit study for every Merchants capacity, and may be done nevertheleſs with great facility, and without interruption of Traffick, as shall be declared.

The manner of the Royal Exchange.

Valuation of Money beyond the Seas inconstant.

But to come first to the particulars concerning weight, we are to know, that in all places beyond the Seas, they use for their Moneys (both Gold and Silver) the mark weight of 8 Ounces, heretofore spoken of, with the division of 20 Penny weight, or 20 English, so called beyond the Seas, and the subdivision of 24 Grains here, or 32 Azes or Grains there. These 8 Ounces compared unto our Pound weight Troy of 12 Ounces, are within a little all one, Ounce for Ounce in weight. But upon the Pound of 12 Ounces, as aforesaid, which is one mark and a half mark weight of theirs, it is found that in the said proportion of a Pound, our weight is heavier than the weight of *Germany* and the *Low-Countries* by 3 Penny weight; and than the weight of *France*, *Italy*, *Spain*, and *Scotland*, by 4 Penny weight; all which may be considered in the price of Exchanges, in allowing more or less for the *Par* according as the foundation of the Exchange lieth, either upon our 20 Shillings Sterling, or upon their Crown, Ducat, Doller, Florin, or other Coin, which is properly the head or *Radix Cambii*, whereupon Exchanges were made. This weight is to be considered in the weight of the piece of Coin, and from the pieces to the number of them in the mark or Pound weight aforesaid.

Weight of Money in Exchanges.

The head of Exchanges, or *Radix Cambii*.

Concerning the fineſs of Money to be calculated in Exchange, the same is known by weight, for it must be distinguished thereby; that is to say, We ought to know how much fine Silver or fine Gold there is in the mark or Pound weight, of the sundry Coins of the several Standards of Moneys of all Countries, where Exchanges are used between us and them: And to calculate the same upon the Pound Sterling for some places, or upon the Crown, Ducat, Doller, Florin, and other imaginary Coins for other places, to the end we may have fineſs answered by weight.

Fineneſs of Money in Exchanges.

To understand the premiſſes, let us suppoſe that a Merchant stranger cometh into the Realm, and bringeth with him many unknown and strange Coins, to have the Coin of the Realm for it, according to value for value by weight and fineſs, and that the said Merchant (having weighed the said Coins) hath a sufficient knowledge of the quantity of fine Silver and Gold which is contained in the said weight, and his desire is to have the same answered unto him by the like weight, and by the like fineneſs

The manner to examine the weight and fineneſs of Money.

neſs in weight in Moneys of this Kingdom. Herein (no doubt) he will be aſſured, what fineneſs or fine Silver and Gold there is in our Moneys, and that he may have the ſame by weight in the ſaid quantity of Coins, whereupon (after the weight of our Moneys) he will calculate diſtinctly what quantity of Silver and Gold there is in the ſaid Moneys, and what quantity of Copper, and ſo will require the full quantity both of the Silver and Gold, and of the Copper accordingly. So is it with the matter of Exchange, grounded upon the very value of Coins, if there were no valuation whereby the price of Coins is baptized and receiveth a name, which giveth a denomination of price unto the ſaid Coins, or unto the Exchanges of the ſaid Coins, which in the manner aforeſaid maketh the ſaid price of Exchange.

Definition of Bullion and Allay.

But ſo long as the calculation remaineth upon weight and fineneſs, without reſpect had to the valuation; ſo long may we eſteem the ſaid Coins to be in the nature of Materials or Bullion; that is to ſay, Prohibited Moneys to be currant, which Forraign Nations call Bullion, as it were unlawful and fit to be molten down, from whence the word Bullion is derived, or which other Nations call to be Materials, or Maſs of Gold and Silver, even as Copper is called Allay or mixture thereunto.

Valuation of Moneys in Exchanges.

Concerning the Valuation of Moneys, we have already in the Second Part intreated thereof, compendiouſly and ſubſtantially: So that in this place we are to obſerve the denomination, which giveth a rate or price unto Exchanges, even as it doth unto the ſeveral *Species* of Money in their kind.

Proportion between Gold and Silver in Exchanges made in *England*.

Concerning the proportion between the Gold and Silver in the ſaid Exchanges we are to obſerve, that when the proportion between the Gold and Silver was 12 to one, or one Pound of Silver to an Ounce of Gold (which is now 13 $\frac{1}{3}$ to one;) then the enſuing calculation in Exchange was true, namely, to account eight Carrats of fine Gold, or four Ounces of fine Silver for 20 Shillings Sterling, reſerving in the ſaid rate a reaſonable gain for the Merchants towards their gains and charges. But now that the ſaid proportion is altered, and that thirteen Ounces and $\frac{1}{3}$ part, or four Penny weight is appointed to be given for one Ounce; of neceſſity it followeth that the Silver is undervalued, and the Gold advanced: So that in matter of Exchange there ariſeth a two-fold conſideration, the one to be eſtabliſhed in *Par*, according to the Golden Coins, and the other after the Silver Coins. And this meaſure of Exchange between Us and Forraign Nations is very tender and delicate; yet Merchants occaſions, in the courſe of Traffick, do exceed the ſaid limitation upon plenty or ſcarcity of Money, and the many deliverers or takers up of the ſaid Moneys according thereunto, which is proper to confirm the mutability of Exchanging above the ſad *Par*, but never under the ſame: For it is like unto the Needle of the Compaſs, which hath been touched upon the fixed North Star.

Some Merchants are ſo far wide from the knowledge of the value of Coins, and the Exchanges made thereupon, that they are of opinion, That there can be no certain Rate or *Par* of Exchange ſet to anſwer juſtly the value of the Coins in Forraign parts, by reaſon of the diverſity and diſproportion of the Coins of Gold and Silver, and their intrinſical and extrinſical values. But theſe Merchants are to underſtand, that the Moneys of all Countries have a proportionable valuation relative within themſelves, according to their ſeveral ſtandards for weight and fineneſs, only the ſmaller and baſer Coin hath ſome little known advantage, which may be conſidered of in Exchange, if there be cauſe that the quantity of thoſe Moneys do exceed the bigger and finer Coin. This conſideration hath been had heretofore; and eſpecially in the *Par* agreed upon between the *Low-Countries* and this Realm, in the year 1575, when upon the *Philip* Doller the Exchange was at twenty five Shillings the *Par*, and the ſmall Moneys would exceed twenty-ſeven Shillings, and upwards, but the quantity did not ſurmount the better Coin. The like was upon the *Par* agreed upon with the States of the United Provinces, *Anno* 1586, at thirty three Shillings four Pence; and with *Hamburgh* and *Stoad*, to twenty four Shillings nine Pence Lubiſh upon the Ricks Doller of thirteen Shillings, or nine Marks four Shillings for our Pound Sterling of 20 Shillings, making four Dollers and one half to anſwer the ſaid *Par*, which

Proportionable valuation of Moneys for Exchanges to be made accordingly.

which Dollar is inhanced ſince to 54 Shillings, and we receive now but 4 Dollars for the ſame, and ſo for other places accordingly.

CHAP. III.

Of the Denomination of Imaginary Moneys of all places, whereupon Exchanges are made by Bills.

THE Denomination of Moneys, which we call Imaginary, is becauſe there is not any peculiar or proper Mony to be found *in ſpecie*, whereupon the Exchanges are grounded, as it was in times paſt in many places, where ſome Moneys were the cauſe to ground the price of Exchange upon: As our Angel Noble, being coined for ſix Shillings eight pence Sterling, whereupon Exchanges have been made, as now is done upon 20 Shillings, and ſo might the new Pieces of our Soveraign King *James*, Laureat be ta- But it is more proper to make Exchanges upon the Silver Coins, for the price of Commodities is moſt ruled thereby in all places, which by the quantity is 500 to one. Hence did proceed the Cauſe, that when our Gold in the year 1611 was advanced ten in the hundred above the Silver, the price of Commodities did not riſe, albeit forraign Nations did cauſe the price Exchange to fall. But if Silver were inhanced, preſently the price of Commodities would follow as the rule thereof, and the price of Exchange would fall more, for Exchange will over-rule both.

The price of Gold not ſo effectual as the price of Silver.

In like manner do we call the Moneys of other Countries, whereupon Exchanges are made to be Imaginary, as the Dollars in *Germany*, the Crowns in *France*, the Ducats in *Italy* and other places, which by the great diverſity you may underſtand as followeth; together with

The Calculations of Merchants Accounts, whereupon their Books of Account are kept, according to their Imaginary Monys.

IN *Flanders*, *Brabant*, and moſt places of the *Low-countries*, they keep their Books of Account and Reckonings by 20 Shillings Flemiſh, every Shilling 12 Deniers or Pence, which Shilling is 6 Stivers.

Pound Flemiſh.

In *Artois*, *Henault*, and other places by Pounds Tournois of 20 Stivers, or 40 Pence Flemiſh, whereof ſix called Guildern or Florins make the Pound Flemiſh in all the 17 Provinces of the *Netherlands*.

Pound Tournois.

Some do reckon by Pound Paraſis, which are but 20 Pence, whereof twelve make the Pound Flemiſh: But their Accounts, as alſo the Reckonings of their Prince, or Finances, are kept by Pounds Tournois, which Pound they divide into 20 Shillingss every Shilling into twelve Pence, and the like is done by the Pound Paraſis, and theſe have alſo their ſubdiviſions of *Obolus*, *Maille*, *Heller*, *Hallinck*, *Corte*, *Mites*, *Point Engevin*, *Poot*, and ſuch like Copper Monys too tedious to rehearſe.

Pound Paraſis.

In *Germany*, in the year 1520 was the Gold Guilder coined for a general Coin, and valued in *Holland* for 28 Stivers, which is now *in ſpecie* at double the price; nevertheleſs they do continue to buy and ſell all that great quantity of Corn, which is brought from the Eaſt-countries, *Poland*, and other places, by the ſaid Gold Guilder of 28 Stivers. Their Dollar was coined at 65 Creutzers, ſince riſen to 72 Creutzers; yet their Exchange is made upon the Dollar of 65 Creutzers, which is imaginary.

Gold Guilder.

Creutzers.

At *Auguſta* the Exchange is made upon the ſaid Dollar of 65 Creutzers, at 3 weeks or 14 days ſight after the Bill preſented.

Florins of 60 Creutzers.

At *Frankford* they reckon by the Guilder of 60 Creutzers, called in Latin, *Crucigeri*, being Pieces with a Croſs, they are Florens, and their Exchange is made upon the Dollar of 65 Creutzers, payable in the two yearly Fairs or Marts, the one the week before *Eaſter*, and the other in the beginning of *September*, to continue for all the Month.

At *Noremberg*, the Exchange is made upon the ſaid Dollar of 65 Creutzers, and many times upon the Florin of 60 Creutzers, which they alſo divide into 20 Shillings, and every Shilling 12 pence to keep their Accounts by.

Bohemicos.

For *Bohemia*, Exchanges are made upon the Dollar of twenty and four Bohemicos.

At *Vienna* they reckon by Guilders or Florins of 8 *ß*, of 30 *d* to the Shilling, and two Heller to the Penny, and Exchange is made thereupon.

Divers Guilders.

At *Baviera*, by Guilders of 7 *s.* of 30 *d.* for Exchanges and Accounts.

In *Hungary*, by Guilders of 10 *s.* of 30 *d.* and by Florins of 20 *s.* and 12 *d.* to the Shilling, and Exchanges are made upon their Ducat.

Marks of 32 Groſſes.

At *Breſlo* and *Lipſich* they reckon by Marks of 32 Groſſes, of 12 Heller to the Groſs, and they exchange by 30 Florins *Breſlo's*, to have at *Vienna* 34 Florins, or at *Norenberg* 32 Florins.

Pounds of 20 Shillings and 12 Hellers, &c.

At *Ulme* they reckon by Pounds of 20 *s.* and 12 Heller to the Shilling, and their Exchange is made upon the Dollar of 60 Creutzers.

At *Coloign* by Dollars of 72 Creutzers, for Accounts and Exchanges.

Pound Sterling.

At *Embden* they reckon by Guilders, and Exchange upon the Rickx Dollar; but from *London* hither and thither upon the ℔ Sterling of 20 *s.*

Marks of 16 Shillings

At *Hamburgh* they account by Marks of 16 *s.* Lubiſh, of 12 *d.* to the *s.* Exchanges for *London* upon 20 *s.* Sterling, and for other places upon the Rickx Dollar before mentioned of 33 *s.* now by them inhanced to 54 *s.* Lubiſh, or ſo many Stivers Flemiſh.

In *Pomerania* they reckon by Marks of 16 *s.* Snudens, and the Exchange is upon the Rickx Dollar of 32 *s.* of two Snudens.

Eight Marks a Dollar.

In *Sweden* they reckon by Marks, whereof 8 make a Dollar, whereupon they exchange, and 2 Marks make a Clipping of 9 $\frac{1}{2}$ Stivers.

In *Denmark* upon Marks of 16 *s.* Exchange upon the Dollar.

Poliſh Guilders of thirty Groſſes.

In *Dantſick* they keep their Account in Poliſh Guilders, of 30 Groſſes, every Guilder of 18 *d.* to a Groſs. The buy with the great Mark of 60 Groſſes, or with the little Mark of 15 Groſs, alſo by Scoc of 3 great Marks; and they exchange upon the Florin Poliſh, or upon the Pound Flemiſh, payable at 14 days, and alſo one month.

Florins Poliſh of 18 Farthings.

At *Riga* they buy by Dollars or Florins Poliſh of 18 Farthings, whereof the 11 make ten Dollars: But their Exchange is made upon the Rickx Dollar.

The Accounts in *Barbary* are kept, and Commodities are ſold by a Ducat of ten Ounces to the Ducat, and 8 Eights to the Ounce, valued at 12 *d.* Sterling.

Florins of 48 Shillings.

In *Poland* their Accounts are made by Marks, and the Exchanges upon the Dollar, and alſo upon the Florin of 48 *s.* the Mark being $\frac{1}{3}$ part of it.

In *Ruſſia* they have ſmall Coin of 11 Ounces, 15 Penny weight fine, called Dengen, whereof 320 Pieces weigh but a Mark of 8 Ounces. They exchange upon the Dollar of *Germany*; but for *London* upon their Roble, which is a double Ducat, accounted to be a Mark Sterling, or 13 *s.* 4 *d.*

Roble or Mark.

Ducat *Di Camera.*

At *Rome* they keep their Accounts by Ducats, *Di Camera* of 13 Julie every Ducat, which they divide in 20 *s.* and every Shilling 12 Pence. Their Exchange is alſo made upon the ſaid Ducat, *Di Camera*, which for Lyons are made payable by Marks D'or, or of Gold, ſo called, but are imaginary.

Ducat Imperial.

At *Millain* they keep their Accounts by Ducat Imperial, divided by 20 *s.* and 12 *d.* and Exchanges are made alſo upon the ſaid Ducat, accounting 80 *s.* to the Ducat Imperial. But all their buyings are made by a Ducat currant of an hundred and twenty Shillings.

At

At *Venice* they account by Pounds Flemiſh of ten Ducats of 24 groſs, which they divide by 20 Shillings and 12 Pence, alſo by the Ducat of 124 Shillings, called *Ducato di Banco*, or currant, and thereupon Exchanges are made. Ducat *di Banco.*

At *Florence* they account by Crowns of 20 Shillings, and 12 Pence tothe Shilling, or by a Ducat called Largo, or *Scripto in Banco* for Exchanges. *Florin* is twenty and four Quatrinii. Ducat Largo, or *Scripto in Banco.*

At *Genoa* all Accounts and Exchanges are made by Crowns of ſixty Shillings, divided by 20 Shillings and 12 Pence, and here are above 15 Banks, or Exchanges. Crowns of 60 Shillings.

At *Verona* the Exchange is made upon the Ducat of 93 Shillings, and they make their Accounts by 20 Shillings, and 12 Pence to the Shilling. Ducat of 93 Shillings.

At *Luca* Exchanges are made for divers places in *Italy*; and for *Lyons* upon the Ducat.

At *Naples* they Account by Ducats, Tarys, and Grains, the Ducat 10 Carlini, Tary is two Carlini or two Royals, and Exchanges are made hereupon for the moſt places of *Italy*. But for *Lyons* they Exchange by number, as 125 Ducats for one hundred Crowns. Ducat of 10 Carlini.

In *Calabria*, *Puglia*, Exchanges are made upon the ſaid Ducat of 10 Carlini.

At *Ancona* Exchange is made on the Ducat of 21 Groſs, which is *in ſpecie* 23 Groſs, and is alſo 14 Carlini, of 6 Bollidini for a Carline. Ducat of 21 Groſs.

At *Bologna* they Account by Piaſtra or Pound of 20 Bologneſi: The Exchange is upon the Ducat of 4 Piaſtri. Piaſtra or Pound.

At *Palermo* in *Sicilia* the Ducat is 13 Tary, of two Carlini the Tary.

The five Royals of *Spain* are 6 Tary, they Account by Ounces of 30 Tary to 20 Grains, every Tary and every Grain of 6 Piccoly, and their Exchanges are made upon Florines of 6 Tarij. Ducat of 13 Tary.

At *Lyons* in *France* all their Accounts, by an edict made in the year 1577, are to be kept in French Crowns of 60 Soulz or three Pounds Tournois, and their Exchanges are made thereupon, unleſs it be for ſome places in *Italy*, where they Exchange for number, to have ſo many Ducats for ſo many Crowns of the ſum, but not *in ſpecie*, which is altogether imaginary, yet reſpecting value or *Par*. Crowns of Exchange.

At *Paris*, *Roan*, &c. their Accounts and Exchanges upon the ſaid Crown.

In *Spain*, at *Sevil*, *Madril*, and other places, their Accounts are all kept by Malvedies, whereof 375 are eſteemed to make a Ducat of Exchange of eleven Ryals, every Ryal is 34 Malvedies, and ſo maketh but 374. Others keep their Accounts by Ryals of 34 Malvedies in Ryals, as our Engliſh Merchants do, and their Exchange is made upon this imaginary Ducat of three hundred ſeventy five Malvedy, to be paid in Bank with five upon the thouſand, which is the ſalary of the Banker, or without the Bank, to be paid without the ſame. Ducat of 375 Malvedies.

In *Caſtile* their Exchanges are alſo made upon the Ducat of 375 Malvedies, which they call in the Bill of Exchange *Ducados d'oro*, or *de peſo*, to be paid out of the Bank is better by 6 or 8 *pro milliar*. Ducat *de peſo*, or *D'oro.*

In the Kingdom of *Arragon*, *Barcelona*, *Valentia*, *Saragoſſa*, and *Catalonia*, the Royal of Plate is 23 Dinero's, and the Ducat is 12 Ryals, whereupon they make their Exchanges: And their Accounts are by 20 Shillings and 12 Pence for every Ducat of 12 Royals, as aforeſaid. Ducat of 12 Royalls.

At *Lixborn* they keep their Accounts by Mill Reas, whereof 400 Reas make a Ducat, *alias* Cruſado. Mill Reas is 22 Royals of ten Teſtons, every Teſton is 100 Reas. There is alſo Teſtons of 4 Vintains, the Royal is two Vintains, and the Exchange is made upon the Ducat of 400, &c. Ducat or Cruſat of 400 Reas.

In *Turky*, at *Aleppo*, *Tripoli*, and *Conſtantinople*, by Sultanees of 120 Aſpers, or Dollars of 80 Aſpers, every Aſper is ten Macharines. Sultanees of 120 Aſpers.

At *Alexandria* in *Egypt* they Account by Ducats. There is a Ducat *de Pargo*, making 3 Ducats of *Venice*, alſo *Italian* Ducats of 35 Maids, and the *Venice* Ducat is better, and maketh 40 Maids. Ducat *de Pargo.*

At *Edenborough* in *Scotland* Exchanges are made upon the Mark piece of Silver, Mark Scots.

which is valued in *England* at 13 $\frac{1}{2}$ Penny, being otherwiſe 13 $\frac{1}{3}$ Penny, or 13 Shilings 4 Pence Scots: So one Mark and a half Scots is 20 Shillings Scots, and 20 Pence Sterling is one Pound Scottiſh, which is 12 to one. The 18 pieces of 20 Shillings is by the ſaid valuation 20 Shillings 3 Pence: And the Taker up of the Money at *London* payeth for 12 Pence the ſaid mark of 13 $\frac{1}{3}$ Pence, at 2 or 3 months time in *Scotland*, as they can agree.

Pounds Scots.

Pound Iriſh.

At *Dublin* in *Ireland* the 15 Shillings Sterling is one Pound Iriſh of 20 Shillings; whereupon Exchanges are made, with allowance of 6 Pence or 8 Pence upon every Pound payable at *London*; and for want of a Mint no Bullion is imported thither, and Exchanges are diverted into other places.

Pound Sterling.

At *London* all Exchanges are made upon the Pound Sterling of 20 Shillings, and 12 Pence to the Shilling, for *Germany*, the *Low-Countries*, and other places of Traffick: And for *France* upon the French Crown: For *Italy*, *Spain*, and other places, upon the Ducat, or for the Dollar and Florin in ſome places, according to the cuſtom of the place, whereof more particularly is to be obſerved in the Courſe of Exchanges.

CHAP. IV.

Of the Times of payment of Moneys by Exchange, and the Terms of Art uſed therein.

THE diſcrepance of Time for the payment of Moneys by Exchange, hath a regard to the diſtance of the place or places where the Money is to be paid. Wherein we may conſider three Kinds of Diverſities, called by the terms of Art in matter of Exchange; At Sight, Uſance, and double Uſance, or treble.

At Sight.

The taking and delivering Money at ſight bindeth the taker up of the Moneys to give his Bill of Exchange, directed upon his Friend, Factor or Servant, in any place beyond the Seas, to pay upon ſight of it, or within three, four, or more days, ſo much Money as hath been taken up by him, after ſuch a rate the Pound, Dollar, Ducat, or Crown, as it is agreed upon between them in Forraign Coin, either according to the valuation of Moneys, or currant Money for Merchandiſe, which is more ordinary, becauſe Merchants will admit ſometimes to receive ſome Coins at a higher rate than they are valued, upon occaſion that ſome Species are required for Tranſportation, or ſome other uſe to make payments: Which toleration is by Authority many times ſuffered to draw Moneys unto their places of Juriſdiction. Herein is to be noted, That if the Bill be made payable at ſo many days ſight, that the number of days muſt be expreſſed in the Bill or Bills; for commonly there are made three Bills of one tenor for every ſum of Money taken up, becauſe if one Bill be loſt, the other may ſerve in place.

Policy of Eſtates.

At Uſance.

The ſecond time of payment, called Uſance, which is either the time of one month, two or three months, after the date of the Bill of Exchange, as hereafter is declared, according to the Cuſtom of the places where theſe Exchanges do run: According to which time, the Party upon whom the Bill of Exchange is directed, is to pay the ſame, unleſs there be good cauſe to the contrary, as ſhall appear hereafter.

Double Uſance and treble Uſance.

The third time of payment, called double Uſance, is either two or more months, or always double the time of the Uſance, reſpecting by Cuſtom the courſe thereof: And many times Exchanges are made upon the half Uſance, which is fifteen days.

But

But conſidering the Wind and other hinderances, it is better to limit the days after ſight in the Bill of Exchange, and to ſend the ſame by Sea and Land with a Letter of advice, which the taker of Money commonly doth deliver with the Bill of Exchange; whereunto the Bill maketh alſo relation, and treble Uſance is accordingly.

Payments in Fairs and Marts.

There is another time for the payment of Exchanges, where great payments are made, as in Fairs or Marts, as at *Madril* and *Medina del Campo*, by three Fairs in the year; at *Lyons* by four payments yearly, and at *Frankford* twice every year, *&c.*

Conſideration in Exchanges.

The difference of the times of payment do alter the price of Exchanges according to the time, commonly after twelve, fifteen, or twenty in the hundred by the year. So between the Pound Sterling Exchanged for the *Low-Countries* at ſight and Uſance, is between four and five Pence, and double Uſance and Uſance, 6 or 7 Pence, which ordinarily was accounted to be but four Pence, after 10 *pro* 100. But for the Fairs and Marts it is very uncertain becauſe the payments are all at one time, and the neerer the Fairs are at hand, the more ſhall the taker up of the Money ſave by paying leſs Intereſt, becauſe he hath not had the uſe of the Money from the beginning that Exchanges were made for the Fairs, which in queſtionable matters is very conſiderable.

Uſance from *London* to and from *Middleburgh*, *Amſterdam*, *Antwerp*, *Bruges*, and other places in the *Low-Countries*, is one moneths time from the date of the Bill of Exchange, and double Uſance is two months.

Uſance from *Hamburgh* is 2 months, and from *Venice* 3 months.

Uſance from *Antwerp* to *Rome* is 2 months, and from *Lyons* to *Rome* a month.

Uſance from *Antwerp* to *Venice* is 2 months, to be paid in Bank.

Uſance at *Florence* is 2 months, and from *Florence* to *London* 3 months.

Uſance from *Genoa* to *Rome* and *Naples* is 10 days ſight; and for *Palermo* and *Antwerp* is 2 months by ordinary obſervation, and ſo is *Luca*.

From *Naples* to *Antwerp* is 2 months, and the like for *Palermo*.

Uſance for *Roan* and *Paris* is 1 month, but commonly at 3 weeks ſight.

From *Antwerp* and *London* to *Sevil* is 2 months.

Caſtile payments are in three Banks, and *Ferias de Villalon*, *Medina del Campo*, and *Medina del Rio Sicco*; but many times prolonged by the King of *Spain*.

Uſance from *Lixborn* to *London* and *Antwerp* is 2 months; which Merchants are to know, becauſe the Bills of Exchanges do not declare the ſame.

CHAP. V.

Of the nature of Bills of Exchanges.

THE nature of a Bill of Exchange is ſo noble and excelling all other dealings between Merchants, that the proceedings therein are extraordinary and ſingular, and not ſubject to any preſcription by Law or otherwiſe; but meerely ſubſiſting of a reverend cuſtom, uſed and ſolemnized concerning the ſame. For the better declaration whereof let us ſet down the form of a Bill of Exchange from *London* to *Amſterdam*, and from *Amſterdam* to *London* again, *viz.*

Laus Deo. Adi 24 Auguſt 1622 in *London* —— 500*lb* 34*ſ* 6*d*.

AT *Uſance pay by this my firſt Bill of Exchange to* A. B. *the Sum of Five hundred Pounds Sterling, at Thirty four Shillings and Six Pence* Flemiſh, *for every Pound Sterling currant Money in Merchandiſe, for the value hereof received by me of* C. D. *and put it to account as* per *advice*, A Dio, *&c.*

G. M.

On

On the backſide is indorſed, *To my loving Friend Maſter* W. C. *Merchant at* Amſterdam, Pa.

This is the form of a Bill of Exchange for Moneys delivered and taken up at *London* for *Amſterdam*. The ſecond Bill doth differ in the addition of theſe words only, at *Venice* not having paid by my firſt Bill, pay by this my ſecond Bill, and ſo in the third Bill: For there are commonly three Bills made, as aforeſaid.

Laus Deo: *Adj* 20 of September 1622 in *Amſterdam* —— 100*ℓℓ* at 33*ß* 6*d*

AT Uſance pay this my firſt Bill of Exchange unto W. M. *the Sum of One hundred Pounds Lawful Money of* England, *for the value here by me received of* D. H. *Make him good payment, and put it to your Account. God keep you.*

Subſcribed, W. C.

On the backſide is indorſed, *To my loving Friend Maſter* G. M. *Merchant at London* Pa.

1. This is the form of a Bill of Exchange for Moneys taken up at *Amſterdam* to be paid in *London*, wherein the time of payment may be made at ſight, or ſo many days after ſight, or at double Uſance, according to the agreement: Or the Bill may be directed to my ſervant, or to himſelf or any other: Or it may ſay, put it to the account of ſuch a man. But the beſt is to refer it to the Letter of Advice, and where the firſt Bill is noted Pa. the ſecond muſt be 2a. and the third 3a.

You may not ſay in the Bill, it may pleaſe you to pay, or I pray you to pay, although it were to your Maſter; for the Bill of his high nature doth carry with it a command, without reſpect of Perſons, and moſt men will not uſe the words, *Make him good payment*; but the fewer words, the more formal: Neither is there any Witneſs unto it, nor any Seal, but a ſmall piece of Paper of ſome two Fingers broad: And the Letter of Advice doth declare for whoſe Account, or to what intent or purpoſe the ſaid Money is taken up: Which Letter of Advice doth accompany the Bill of Exchange with the like inſcription, with the words *De adviſo*.

Alſo for Moneys here delivered, where the ground of Exchange is of the 20 Shillings, whereupon the Exchange is made, you may not expreſs what the Sterling Money maketh in *Flemiſh* Money; not ſo much for that by miſcaſting you might make your ſelf liable, as for that it is not mannerly to caſt up another mans Account: Neither may you make a Bill of Exchange payable to the bearer or bringer thereof (as you make your Bills Obligatory beyond the Seas) to avoid the inconveniency which might happen in derogation of the nobleneſs of the ſaid Bill of Exchange, which every Merchant is to maintain. All other Bills of Exchanges for *Germany*, *Spain*, *Italy*, *France*, the *Low-Countries*, *Portugal*, or any other places between them, to and from place to place, do not differ in the form, but in the manner of the Moneys to be paid in Bank, or out of the Bank, or in ſuch a Fair or Mart, at ſuch times and in ſuch Moneys according to the Countries.

Although now uſed, or abuſed.

2. The Bankers and divers Italians have a cuſtom, that for the Moneys taken by them, or for their company, or any other, one of their ſervants doth make the Bills of Exchange, and he ſubſcribeth the name of him, or of the Company for whom it was taken up and the Maſter he doth write under the ſaid Bill, *Pagate come ſi dice*, that is to ſay, Pay as it is ſaid; and this goes as currant among Merchants, as any other Bill made by the Parties own hand, and all proceedings thereupon are done accordingly.

Rare Cuſtoms in Bills of Exchanges.

3. They

3. They have alſo an ordinary Cuſtom to transfer and put over their Bills of Exchanges before they are made unto any other perſon; as for example,

One in *Antwerp* doth deliver by Exchange 500 ℔ Sterling, to be paid here in *London* unto another Merchant here, who is to make him a Bill of Exchange for the ſame. Afterwards within two or three days, this Deliverer of Mony hath occaſion to take up 500 ℔ for *London*, and having taken the ſame of another Merchant, he is to make him alſo a Bill of Exchange for this Mony, as the other Merchant was to make him for the 500 Pounds, which he did deliver him by Exchange for *London* as aforeſaid. Hereupon he knowing the Name of theP arty in *London*, to whom the other Mans Mony was to be made payable, cauſed the Bill of Exchange to be made payable to the ſaid Party, as he ſhould have done with his own proper Bill of Exchange, and whereas the value ſhould be mentioned to be received of the ſecond Man that did deliver him the Mony, he cauſeth both of them to be named in the Bill, and ſometimes three or four are named in the ſaid Bill, if it be ſo often rechanged, by ſaying, For the value received of ſuch a Man, for ſuch a Man and ſuch a Man, upon the Account of ſuch a Man. This is good at all Aſſaies, for the Reverence which is born to Bills of Exchanges, and by theſe means there is Charges and Factoridge ſaved between the Parties, beſides the commodiouſneſs, that one Man doth write and ſend his Bill of Exchange for all thoſe that did change and rechange there the ſaid Mony; which is not done all with one Sum, and with one Bill of Exchange, but the Sum may be made up by many Bills of Exchange, payable all to that Man, although it be be by divers perſons. Such and the like courſes are daily uſed and practiſed beyond the Seas, without interruption in matter of Exchange, which may ſeem to be intricate.

This courſe of dealing is altogether ſtrange to the Common Laws of *England*, and cannot be determined thereby; for whereas (by the advice of Merchants) ſome matters upon Bills of Exchanges have been tryed upon an Action of Aſſumpſit, here is neither Conſideration nor Aſſumpſit to be proved, unleſs the Bill had been accepted, wherein are many obſervations.

To make this more apparent, therefore let us illuſtrate it by example. *Peter* delivereth five hundred Pounds to *John*, who is to give the Bill of Exchange for it; *Peter* taketh up five hundred Pounds of *William*, and may give him the ſaid Bill of *John* for it; *William* taketh up five hundred Pounds of *Nicolas*, and may deliver *John* and *Peter*'s Bill for it; *Nicolas* taketh up five hundred Pounds of *Francis*, and doth give him the Bill of *John*, making mention of *Peter* and *William*. Here are four takers up of Mony, and but effectually one deliverer of Mony, which is *Francis*: For albeit that *Peter* was the firſt deliverer of the five hundred Pounds, he became a taker again of the ſaid Mony, receiving the ſame of *William*; ſo that *Gradatim*, *John* is the firſt taker up of the ſaid five hundred Pounds, *Peter* is the ſecond taker up, *William* is the third taker up, and *Nicolas* is the fourth taker up of the ſaid five hundred Pounds of *Francis*. To this *Francis* is the Bill of Exchange given, payable to his Friend, Factor, or Servant, in the place for which the Mony was taken up. But the ſaid Bill is made by *John*, the firſt taker up of the ſaid Mony, declaring, That the value of it was received of *Peter*, for *William* and for *Nicolas*, upon the account of *Francis*, which is the laſt deliverer of the Mony; which Bill being paid, all the parties in this Exchange are ſatisfied and paid: Which is done with great facility.

4. There is alſo a Cuſtom, that Monys are taken by Exchange for a certain place, by Men who are not generally known, and therefore muſt uſe another Mans credit, as a third perſon in the Exchange: If this Man do ſubſcribe his Name to the third or ſecond Bill of Exchange, it is ſufficient, and will be duly performed accordingly.

5. It is alſo ordinary, that a Maſter to draw Mony from his Servant into his own hands, or a Merchant in the like caſe from his Factor, will make a Bill of Exchange payable to ſome other perſon, and ſay in the Bill of Exchange, For the value received of ſuch a one, naming a Friend of his, as he taketh the ſaid perſon to be; if the Servant or Factor do accept this Bill, he will be made to pay it; and if this perſon whoſe Name hath been uſed, will deal unjuſtly, the Maſter or Merchant ſhall be remedileſs, unleſs

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he have ſome Collateral Writing for the ſame, becauſe the Bill of Exchange muſt be maintained.

6. Again, if a known Servant do take up Moneys beyond the Seas upon his Maſter, and give his Bill of Exchange for it upon the ſaid Maſter, the Maſter is liable to pay the ſame, although he did not accept the Bill of Exchange; for it is underſtood, that by his credit (and not by the Servants credit) the Money hath bin taken up, ſo that until he make a publick declaration, denouncing his Servant to the Brokers of Exchanges and otherwiſe, the Maſter is to pay all by the Cuſtom of Merchants to be kept inviolable.

7. There is alſo a Cuſtom, that a Maſter to his Servant, or one Friend unto another, will ſend Bills of Exchanges with the Names in blank, from one Country into another, as from *Hamburgh* to *Embden*, or from *Antwerp* to *Amſterdam*, and from thence to *Danſick*; and at *Amſterdam* the Names are put in to whom to be paid, and of whom received: And this dependeth upon the credit of him that made the Bill of Exchange, and this is alſo accompliſhed very orderly.

8. Again, a Merchant may take by Exchange, in another Mans Name, or in his own Name and another Mans Name together, Mony to be paid in any place where Exchange is uſed, and ſubſcribe his Name, and that Mans Name, or that Mans Name alone: And this Man whoſe Name is uſed is liable and anſwerable to the ſaid Exchange, if it be proved that it was done, or the like uſed to be done, by that other party, with his conſent or privity, for to avoid inconveniences in the courſe of Exchanges.

9. Nay, this goeth yet farther to be conſidered of in equity, and ſo adjudged, that if a Man do take up Money for any place by Exchange, *poſito* from *London* to *Middleburgh*, and there the Money is paid, and taken up again by Exchange for *Antwerp*, and there it is alſo paid by Money taken up for *Amſterdam*, and at *Amſterdam* it is payed, for the ſaid Money was taken up there again for *Middleburgh*, and at *Middleburgh* it was again returned and taken up for *London* in one or more ſums running in account between all theſe parties dealing therein; but here at *London* it is not paid, but goes back again to *Middleburgh* by Proteſt, and there the taker up of it becometh inſolvent. Now if it be proved that thoſe Moneys were originally taken up at *London* by the credit of that firſt taker, which hath been a principal cauſe of the continuance of it by Exchange, this Man of *London* is to be charged with it, as well as the taker up of the Monys beyond the Seas. Thus may we ſee how tender and noble a Bill of Exchange is of nature, which by the proceeding thereupon will be made more apparent.

CHAP. VI.

Of the non-acceptation of Bills of Exchanges, and Cuſtoms obſerved concerning the ſame.

THis high nature of a Bill of Exchange requireth ſuch preciſeneſs of proceedings to ſee the performance thereof, that every Man ought to be very vigilant to ſee to obſerve the ſame: And therefore as ſoon as a Merchant receiveth a Bill of Exchange, whether it be payable at ſight, uſance, or double uſance, he is to preſent the ſaid Bill of Exchange to the party upon whom it is directed, to know whether he will accept the ſame: Which if he do, or promiſe (by Writing under it the word Accepted, or with addition of his Name, Accepted by me *A. B.*) then the party is to pay it the time contained in the Bill: But if the ſaid party be not reſolved to accept the ſame, then after 24 hours paſt, it is convenient to preſent him the ſaid Bill, with a Notary to make intima-

First Obſervation.

intimation of it unto him, and to know whether he will accept the ſame, as you did before: If he deny to accept it, then the Notary doth proteſt againſt him in words, that the Merchant doth intend to recover all damages, which he or the deliverer of the Money beyond the Seas, or himſelf for others might or ſhall ſuſtain thereby, whereunto the party needeth not to make any reply: But if he do, and withal deſire the Notary to declare the ſame in the Notarial Act or Proteſt which he maketh for the Non-acceptation; then the Notary is to put it down in writing accordingly, and to deliver the ſame to the Merchant to be ſent beyond the Seas with all expedition, becauſe the deliverer of the Money there may take notice of it, and ſecure himſelf of the party, if there be cauſe: And in the ſending of this Proteſt of Intimation, the opportunity of the firſt Poſt is to be obſerved to ſend the ſame by.

If the Merchant to whom the Bill is payable were abſent, or ſick, or departed this life, nevertheleſs any friend or ſervant of his may cauſe his Proteſt to be made by the Notary, who doth declare the name of him at whoſe requeſt he doth preſent the ſaid Bill of Exchange. Second obſervation.

If the party to whom the Bill of Exchange is directed, be abſent, or will not be found, the Notary may proceed nevertheleſs, and go to his lodging or dwelling-houſe, and leave afterwards the Copy of the Proteſt with ſome of the houſe, or throw the ſame within doors, and keep a note of it againſt the next time. But theſe Proteſts muſt be made at convenient hours, neither too early in the morning, nor too late in the evening, neither upon *Sabbath*-days nor holy-days, but as it were *ſedente Curiâ*, when any Courts of Juſtice are open. Third obſervation.

Before the time of the payment of the ſaid Bill, the party may notwithſtanding accept the ſaid Bill, and pay it at the time; or another may accept the Bill for the honour of it, if you take that other man to be ſufficient: Wherein the danger is nothing; for all others remain ſtill anſwerable, and you have no man more bound by the ſaid acceptation: Which he doth in theſe words, *Accepted by me* A. B. *for the honour of the Bill.* Fourth obſervation.

If this man at the time doth pay the ſaid Bill of Exchange, becauſe the party upon whom it was directed doth not; yet he is to make firſt, before he doth pay the ſame, a Proteſt, with a declaration that he hath paid the ſame for the honor of the Bill of Exchange, whereby to receive the Money again of him that had made the Bill of Exchange. Fifth obſervation.

If a Bill of Exchange be accepted, and nevertheleſs not paid, or that it be not accepted, as aforeſaid, and remaineth unpaid; then muſt you cauſe the Notary to make a ſecond Proteſt for the non-payment of it, and therein declare that you intend to recover all damages, charges, and intereſt againſt the maker of the Bill, or any other intereſt in the ſaid Exchange and Rechange, which muſt be declared in the ſaid Proteſt by a ſworn Broker of Exchanges, who giveth notice of the price of Exchange to the Notary; and if there be cauſe, or hope of payment, you may keep this Proteſt 2 or 3 days in your hands without danger, or elſe ſend it away to be recovered beyond the Seas, of him that made the Bill of Exchange, and took up the Money there. Sixth obſervation.

But if this Bill were accepted here, then is it lawful to demand payment of it by Law or otherwiſe, both here and beyond the Seas, at your pleaſure, until the Bill be ſatisfied: Neither may the party that made the Bill leave it unpaid (without diſcredit) until he that hath accepted the ſame do pay it, or be compelled thereunto by Law; for there muſt be plain and honeſt dealing in it both ways: And if the party that did accept the Bill do afterwards break before the time of payment, the giver of the Bill, or any other whoſe credit hath bin uſed therein, are ſtill anſwerable for all. Seventh obſervation.

There muſt be great regard had of the letter of advice, and of the Bill of Exchange, and for what account the ſame is to be paid, before you accept the ſame: For if a Bill ſhall ſay, put it to the account of ſuch a man, and the letter of advice by ſome occaſion ſhall alter the ſame; you cannot ſafely pay this Bill of Exchange, but muſt declare the ſame by of way of Proteſts, otherwiſe the Bill of Exchange may be conſtrued againſt you, if there be differences in account, whereupon the matter may come in queſtion. Eighth obſervation.

Ninth obſervation. Again, if a man do accept a Bill of Exchange within himſelf, as being made payable to himſelf, and he doth it upon another, than either the Bill of Exchange or Letter of advice doth ſignifie, he muſt alſo make a Proteſt declaring the ſame, or he ſhall pay it in his own wrong by the Cuſtom of Merchants.

Tenth obſervation. If a man do pay a Bill of Exchange before it be due, unto one that breaketh afterwards, he ſhall be compelled to pay the ſame again unto the deliverer of the Money, in whoſe power it is to divert the payment, or to cauſe the Bill to be altered and made payable to another during all the time of payment.

Eleventh obſervation. If a Bill of Exchange be intercepted by any means, and taken from the Poſt that ſhould have brought the ſame, and the party to whom the Bill is payable, having advice of it by other Letters, doth come to him upon whom the ſaid Bill was directed, and deſireth his promiſe of acceptation, without that the Bill is ſhewed him, and afterward doth pay him the ſame accordingly, without taking any Bill of Exchange for it; this payment is not good nor lawful by the acuſtom of Merchants, and the deliverer of the Money beyond the Seas will recover it of you again.

Twelfth obſervation. If Proteſt of non-payment be made of a Bill of Exchange, which hath been ſet over or transferred to many perſons, as in the Caſe before declared, where *Francis* was the laſt deliverer: then all the parties intereſſed in that Exchange are anſwerable for it, inſomuch that *Peter*, who was the firſt deliverer of the Money, and afterwards became a taker, and doth bear adventure of all until the Bill be paid, and ſo do all the other takers named in the Bill. As for example, *Francis* the party who took this Bill, as being deliverer of it at laſt, muſt go a retrograde courſe herein, if *John* who made the Bill, and was the firſt taker up, do not pay the the ſame: *Francis* then ſeeketh *Nicholas*, *Nicholas* ſeeketh *William*, *William* ſeeketh *Peter*, and *Peter* ſeeketh *John*, the firſt taker up of the Money of him. Suppoſe that *John* is broken, then he goeth to *Peter*; if *Peter* broken, then to *William*; if *William* broken, then to *Nicolas*; if *Nicholas* broken, then all is loſt. So that all of them are anſwerable to this Bill as aboveſaid.

Theſe twelve Obſervations are to be kept and maintained by the Cuſtom of Merchants concerning Bills of Exchanges, as carefully and ſeriouſly as the Romans did their Law of twelve Tables, ſo much celebrated by them.

A caſe about Bills of Exchanges which were accepted, There happened of late a caſe worthy the conſideration for matter of Exchange. A Merchant of *Antwerp* being indebted unto another Merchant there, did deliver ſeveral Bills of Exchanges for the ſum of 8000*l.* upon a Merchant in *London*, who did accept all the ſaid Bills of Exchanges, which were payable at Uſance and double Uſance: After this, the Merchant that gave the ſaid Bills in *Antwerp* to the other Merchant, did break: Hereupon the Merchant at *London* (repenting himſelf to have accepted the ſaid Bills) maketh intimation by a Notary to the parties to whom the Bills were payable, that he did not intend to pay the ſaid Bills, becauſe the party broken in *Antwerp* had not received the value of the Money of the other Merchant there, although the Bills of Exchanges did acknowledge the Receit, for the Bills were given upon accounts between them, which were to be made up, and he was not to clear their accounts and the party broken did owe unto him far greater ſums. The parties at *London* anſwered the Notary, That they looked to be paid according to the acceptation of the Bills of Exchanges, and for other matters they had nothing to do therewith. *Interim*, the party at *London* who had accepted the Bills died, and ſo all the Bills returned proteſted, and the matter reſted undetermined. But the opinion of other Merchants and my own is, that the Acceptor of the Bills was to pay them, and his Heirs and Executors are liable thereto, unleſs there were found an apparent combination and practice in it between the two Merchants of *Antwerp*, as was by many ſuſpected. Thus much concerning the obſervation of Exchanges.

CHAP.

CHAP. VII.

Of Notaries, Intimations, and Proteſts.

THE Intimation of Notaries well and orderly made, may be called to be true Probation of the Originals in the Courts of Law and Equity, whereby the better Foundation may be laid in all litigious Cauſes, which take their feeling beginning of a wrong done, whereof Intimations are a Manifeſtation, and Proteſts (as being more ſenſible) are a means of the redreſs thereof; both theſe have a tripartite reference in the courſe of Traffick to Commodities, Money, and Exchange of Money by Bills of Exchanges, according to which we are to make our Declaration, obſerving firſt and foremoſt, That the time to make the ſaid Intimations and Proteſts muſt be obſerved, both for days and hours, as hath been noted; for the hours convenient are when the actions of men are publickly done in the day time, neither too early nor too late, but as it were at ſuch times as matters are ordinarily heard in judicial Courts, wherein the Sabbath days and Holy-days are to be excepted, which they are like to obſerve. The time of Intimations and Proteſts.

For Commodities bought or ſold, to be delivered at or before ſuch a day, it is not ſufficient to make Intimation, and to tender the Commodities before the day; but it muſt alſo be done upon the laſt day, and to take Witneſs of it: And if the Commodities be not of the goodneſs that they ought to be by the Contract or Bargain made, and nevertheleſs for ſome Cauſes you do not hold convenient to refuſe them, let there be made a Notarial Inſtrument or Act concerning the defectiveneſs of the Commodities, with a Proteſtation of your intention to recover all your damages and loſſes ſuſtained or like to be ſuſtained thereby, which will be very available unto you upon all occaſions. This is much obſerved beyond the Seas, eſpecially upon the Ladings of Ships which are to take in the ſame, or elſe may incur a further danger unto the Charter-party of Fraightment. And whereas the Maſter of the Ship will make a Proteſt againſt you, if his Lading be not ready at the day appointed or agreed upon, ſo is it reaſonable that you make the like Proteſt againſt the Party that ſold you the Commodity to be delivered at ſuch a day: And if it fall out that you have committed the like fault, and thereupon a Proteſt is made againſt you, and the Notary will crave your Anſwer, to be recorded that thereupon at convenient time ſome advantage may be taken againſt you (the not anſwering being taken to be diſcourteous or bruti ſh) the ordinary anſwer is, *Video & taceo*, or I do hear and ſee; which words the Notary doth inſert in his Act, Intimation, or Proteſt. Commodities to be delivered by a day.

If Intimations, Proteſts, or Witneſſes be made concerning the Receit and Payments of Moneys upon Bonds or other Evidences limited to a day, you are then to obſerve the laſt hour of the day, and to tender, or to attend for Moneys to be paid or to be received until Sun-ſet, at the place where the ſame is to be payed, and commonly ſtay there one hour after Sun-ſet, with Witneſſes; and if the Houſe, Lodging, or place be ſhut up, make your Tender or Demand upon the Door-threſhold, but the Money muſt be told even, and then put up again into the Bags, and take notice and Witneſſes of it under their Hand-writing, of the day and hour when the Money was tendered; or on the other ſide when it was demanded. But this laſt is in caſe when Money is made payable on reaſonable demand: For albeit Moneys ſimply acknowledged to be owing by Bill or Bond, without limiting time of Payment, are taken to be due, *ipſo facto*, that is, as ſoon as you did Money payable by Bonds or Specialties. Money payable upon reaſonable demand.

did underwrite the ſaid Bill or Bond: Yet Civility requireth a kind of Intimation and Demand, which is the reaſon that by the Civil Law, although a Bill have a time limited for the Payment, yet if the ſame be 30 years old, and hath bin never demanded, it is void of courſe, and cannot be recovered by that Law. And Bills made upon reaſonable demand, if they be not demanded in ſeven years, which is accounted the life of a Man, it is void alſo; for there muſt be a determinate courſe in all things, or a continuance by way of reviver: Therefore Lands holden in quiet poſſeſſion for the ſpace of ſixty years, is a perpetual inheritance by the ſaid Law.

Moneys taken which were payable upon a Forfeiture.

If Monys payable upon the forfeiture of a Bond have bin taken, or robbed upon the High-way, or otherwiſe, whereby the Bond could not be paid upon the day, yet is it neceſſary to make Intimation of it at the place where the ſame was to be paid, to avoid all ſuch advantages as may be taken thereupon, upon the redemption of Lands or Leaſes, Jewels, or any other Commodities, wherein the Courts of equity will relieve a Man hereupon the ſooner; for it is a demonſtration of a good will and intention prevented by ſuch a miſchievous accident;

Et ſi deſint vires, tamen eſt laudanda voluntas.

For non-acceptation of a Bill of Exchange.

Concerning Intimations and Proteſts to be made upon Bills of Exchanges, for the non-acceptation of Payment; it is to be noted, that the firſt Proteſt which is in the nature of Intimation, requireth more celerity than the other: And albeit that by Cuſtom the Party who is to accept the ſame hath 24 hours reſpit to deliberate before he gives his Anſwer, nevertheleſs it is not good to loſe any time in the making of the Proteſt of Acceptation. For if there be no pregnant cauſe, the Proteſt may be left in the hands of the Notary for a while, but your diligence cannot be diſcommended.

For non-payment of a Bill of Exchange.

This Proteſt being made, and afterwards the Bill of Exchange becometh due, the Notary is the fitteſt man to demand the Payment, or to Proteſt, unleſs the Party upon whom the ſame is directed, do give notice that he will pay the ſame, which done, there is an end.

The manner of Payment of a Proteſted Bill.

If a Bill of Exchange by contrary wind or other occaſions be ſo long upon the way, that the Uſance, or the time limitted by the Bill be expired, and being preſented to the Party for the Payment, he will not pay the ſame, then the Notary doth make the Proteſt both for the Non-acceptation and for the Non-payment, reciting the Bill of Exchange *verbatim*. And moreover he calleth unto him ſome ſworn Broker of Exchange, to know how the price of Exchange runneth at Uſance for the place where the Money was taken up, and he maketh of it a Declaration in the Proteſt, according unto which it muſt be anſwered beyond the Seas, with Change, Rechange, Brokeridge, and all Charges, which muſt be paid according unto Uſance from *London* to the place aforeſaid. As for example, Suppoſe the ſum were 100 ℔ Sterling, taken up at *Amſterdam* for *London*, payable at Uſance, which is one months time, at 33 *s.* and eight Flemiſh Money for one Pound Sterling; for which was received at *Amſterdam* in that Money 168 ℔ 6 *s.* 8 *d.* The Bill not being paid here, and the price of Exchange being certified by the Broker, and the Notaries Proteſt, to be at 34 Shillings ſix Pence from *London* to *Amſterdam*: Hereupon the Account is caſt up at *Amſterdam* accordingly, which cometh to 172 ℔ 10 *s.* Add hereunto Brokeridge, and port of Letters here and at *Amſterdam*, and ſometimes Factoridge, which is together one in the hundred, which amounteth to 34 *s.* ſo he receiveth at *Amſterdam* 174 ℔ 4 *s* for the Payment of this Proteſted Bill, which is 5 ℔ 17 *s.* 4 *d.* more than he had diſburſed, which he payeth for the uſe of the Money for two Months, and ſo for other Bills, *&c.*

CHAP.

CHAP. VIII.

Of Reciprocal and Double Exchanges.

THE like Cuſtoms are obſerved in all Reciprocal and Double Exchanges made between Merchants of ſeveral places, without diſburſing of any Money on either ſide where the ſaid Exchanges are made, but being mearly depending upon the Payments to be made in forreign parts. Reciprocal Exchange.

Theſe Exchanges are either poſitive between the Parties, or accidental. The poſitive Exchanges have a certain price agreed upon between both Parties, Reciprocally exchanging one with another. As for eample, *A. B.* of *London* hath a continual Trade of *Hampſhire* Kerſies for *Venice* by the way of *Germany*, and maketh his return altogether by exchange: *C. D.* of *London* alſo on the other ſide hath a continual Trade for *Reading* and *Kentiſh* colour Clothes for *Antwerp*, where having made Money of his Clothes, he cauſeth the ſame to be made over by exchange for *Venice*, to be imployed there in Organſin Silk or other Commodities to be ſent for *London*. Theſe two Merchants, conſidering each others Trade and the Adventure of delivering their Monies by Exchange to others beyond the Seas, wherein they muſt truſt their Factors or Servants, or they muſt take up the Moneys by Exchange themſelves, with ſome diſadvantage, do make an Agreement and Contract of Exchange between them, That *A. B.* ſhall cauſe from time to time for and during the term of one year, all the Moneys which he ſhall have at *Venice* to be delivered to the Factor of *C. D.* at *Venice*: And the ſaid *C. D.* ſhall cauſe in like manner all the Moneys which he hath at *Antwerp*, to be delivered to the Factor of *A. B.* at *Antwerp*, who maketh over this Money unto him by Exchange, either directly for *London*, or for ſome other place, as *Amſterdam*, or *Hamburgh*, and ſo from thence for *London*, according as he obſerveth the courſe of Exchange to be moſt beneficial for himſelf, or as the Factor (if he be judicious) ſhall obſerve the ſame for him. By this Agreement or Contract, the ſaid two Merchants do agree and conclude between them a ſet or poſitive price of Exchange, as well for *Venice* as for *Antwerp*, whereby the Ducat of *Venice* ſhall be rated at ſo many Pence Flemiſh, for the Money which is received at *Antwerp*; or the Pound Flemiſh may be valued in Sterling Money after a rate, and the Ducat of *Venice* likewiſe. And hereupon they do clear their Accounts between them once a year accordingly, which ſometimes is done with allowance of Intereſt for the diſcrepance of time, if it be without Bills of Exchanges, and done only by Letters of advice, or Acquittances of Receipts to reckon by, which is more uſual in theſe poſitive Exchanges, where the price is agreed upon in certainty for ſuch a time. Poſitive price of Exchange. Obſervation of the courſe of Exchange for the moſt profit.

The Accidental reciprocal Exchanges on the contrary are uncertain in their price, and alter from time to time as the courſe of Exchange runneth. As for example, *A. B.* calleth unto him a Broker of Exchanges, and telleth him that he hath occaſion to take up a thouſand Ducats for *Venice*, and that he is to make over the ſaid Money for *Antwerp*, and will know the price for both places. The Broker anſwereth that he will effect the ſame, and that the price of *Venice* is fifty and ſix pence for the Ducat, and for *Antwerp* 33 Shillings Flemiſh for the Pound Sterling: And preſently after he cometh to *A. B.* the Merchant again, and telleth him, that *C. D.* the Merchant is contented to deliver him the thouſand Ducats for *Venice*, and to take up the ſame for him again for *Antwerp*, either at the ſame prices or thereabouts. Theſe 1000 Ducats at 56 Pence do amount to 233 ℔ 6 Shillings 8 Pence Sterling, for which *C. D.* giveth Accidental Exchanges in price.

Bills

Bills of Exchanges for *Antwerp* to be paid there at Uſance, which is one months time from the date of the Bills, after the rate of 33 Shillings Flemiſh for 20 Shillings or one Pound Sterling: And *A. B.* giveth his Bills of Exchanges reciprocally to *C. D.* for the thouſand Ducats to be paid at *Venice* at Uſance, which is three months after the date of the ſaid Bills: And here is no Money paid on either ſide at *London*, and yet the Bills of Exchanges ſay the uſual words (for the value received of each other) according to their Agreement, and both parties ſend their Bills of Exchanges for the aforeſaid places. Not long after it falleth out, that the Bill of Exchange, that *C. D.* gave for *Antwerp* cometh back again by Proteſt, for the Non-acceptation, and not long after, another Proteſt for the Non-payment of the ſaid Bill. Hereupon *A. B.* cometh or ſendeth to *C. D.* for to have ſatisfaction for this Bill of Exchange delivered him for *Antwerp*, and *C. D.* giveth him full ſatisfaction of it, with the Rechange and Charges, according to the ſaid Cuſtoms, if he be a ſubſtantial man of credit and reputation: For although the ſaid *C. D.* was the firſt Deliverer of the Money unto *A. B.* by the thouſand Ducats for *Venice*, and might alledge that he received no Money of him, but a Bill of Exchange for *Venice*, whereof he had no advice whether it were accepted or not; yet ſuch is the preciſe and commendable Cuſtom uſed in Exchanges, that he may not ſtand upon any Allegations or Evaſions which might interrupt the ſaid courſe, without manifeſt diſcredit unto him, unleſs there were cauſe of doubt that the Bills of Exchanges of *A. B.* ſhould not be accompliſhed at *Venice*; neither may *A. B.* (without diſcredit) countermand the Payment of the thouſand Ducats at *Venice*, vnleſs there were juſt cauſe to call the credit of *C. D.* in queſtion: For the manner of theſe Exchanges are uſual in all the places of great Exchanges, as at *Lyons*, *Bizanſon*, *Madril*, and *Venice*, where the moſt ſtanding Banks are, and where they do get Money ingeniouſly by the Calculation upon their Payments at the Fairs or Markets, by intermiſſive times either twice or thrice within the year: In regard whereof, and to avoid this obſervation in that ſtrictneſs, they have uſed to ſay in their Bills of Exchange, *Par la Valuta Cambiata*, for the value exchanged with ſuch a one, and not for the value received, as aforeſaid, becauſe they make their Payments as it were all at one time, which is otherwiſe in thoſe places where no Banks are kept, or may be alſo in ſome of theſe places, if the Money be payable without the Bank, as we have noted before.

The value of Money exchanged.

Many Merchants trafficking only in Exchanges, become good obſervers, and as ingenious as the Bankers themſelves; according to the Adage, *Fabricando fabri ſimus*, whereby they know the variation of their Compaſs, and the points to direct their courſe by, obſerving the accidental cauſes of great Payments of Moneys to be made in ſome places, and of employment to be made upon Commodities in ſome other places, or the ſcarcity of Money for ſome places, and the plenty for other places, or the generality of both, calling it as the Spaniards ſay *La placa eſt a larga lo eſtrecha*, The exchange or place is ſtreight or plenteous; ſo that thoſe Merchants (running with the ſtream) can make their Exchanges beneficial to themſelves, and that without Stock or Capital of their own, but meerly by taking up Money for one place, and delivering the ſame for another place, at an under-value in the price of Exchange; ſending many times the Moneys *in ſpecie*, which have been taken up by exchange, when the ſame doth yield more than the price at which they took up the ſame; as in our precedent Treatiſe hath been declared more amply.

Reſcounter in Exchange is voluntary.

This orderly courſe of payment or ſatisfaction to be made for Bills of Exchanges, doth admit to reſcounter or ſtoppage but voluntary, that is to ſay, If I owe you 100 ℔ by a Bill of Exchange by me accepted, and within three or four days you ſhall owe me the like 100 ℔ for another Bill of Exchange by you accepted; I cannot reſcounter theſe Payments to anſwer each other, unleſs you condeſcend thereunto, although the Money were due to be paid, but every Bill of Exchange is to be anſwered or paid in his proper nature. For let us ſuppoſe that ſome countermand be made by him that cauſed this Money to be made over unto you, before you were to pay the ſaid Bill, which (for ſome cauſes) you are to conceal for a time, you are for all that to be paid off your hundred Pounds, or the diligences which are requiſit to be done herein are both ways

to

to be obſerved accordingly. But when it is done by voluntary conſent and agreement, then is it queſtionleſs; for *Voluntas eſt menſura actionum*, The Will doth regulate the Action; and if any Factor do the ſame for another mans account, without Commiſſion, he ſhall be anſwerable for it, as before is declared in the Title of Factors and Servants, and the Commiſſions given unto them. Will doth regulate actions, &c.

For the better explanation of Exchanges for Moneys, taken up for one place, and delivered again for another place, let us obſerve this example. Example of Exchanges and Rechanges of Moneys.

Ten thouſand Ducats were taken up at *Antverp* for *Venice*, at Uſance of two months at ſeveral prices of 113 ⅓ pence, 114 pence, 115 ½ pence for the Ducat, being the medium, or one with another at 115 pence, made Flemiſh Mony——R. 4791——13——4

	℔	*s*	*d*
Theſe R. 4791——13——4, were made over for *London* at Uſance being one Month, at divers prices, whereof the Medium was 32 ſhillings 4 pence, and made——	2875	00	00
Theſe R. 2875 ſterling being received, and Factoridge, Brokeridge and port of Letters deducted, remained 2860 ℔, which were made over for *Anwerp* again at ſeveral prices, and the Medium was 34 *s* 2 ½ *d*——	4894	15	10
The ten thouſand Ducats at *Venice* were taken up for *Frankford*, at 130 Florins of 65 Creutzers for 100 *Ducats*, whereunto Factoridge and Brokeridge added, it amounted to 13130 Dollars of Florins of 65 Creutzers, and with Brokeridge and Factoridge at *Frankford* was *Florins*——	*Flo.* 13260	*s* 00	*d* 00
The 4894--15--10 Flemiſh, received in *Antwerp*, were made over for *Madril* in *Spain* at divers prices, whereof the Medium was 106 pence for a Ducat of 375 Maluedies to be paid in Bank at four Months time, with five upon the thouſand, and made Ducats——	*Duc.* 11132	*s* 12	*d* 06
Theſe 11132 Ducats, 12 ſhillings 6 pence of a Ducat, were made over from *Madril* to *Lixborn* in *Portugal*, and deducting Factoridge and Brokeridge there remained 11010 Ducats of 440 Reas for every Ducat of 375 Maluedeies, or 11 Ryals, is 4844 V 620 Ulas and Ducats——	*Duc.* 12111	*s* 11	*d* 00
Theſe 12111 Ducats or Cruſats of *Lixborn* made over to *Antwerp*, Factoridge and Brokeridge deducted, remained 11990 Ducats, at 98 pence Flemiſh every Ducat or Cruſat, was Flemiſh——R.	4895	18	04
The 13260 Florins at *Frankford*, taken up for *Antwerp* at 81 pence——R.	4530	10	00
R.	365	08	04
Theſe Moneys paid Brokeridge and Factoridge for *Venice*, and delivered for *London*, and for *Madril* 38—2—4, which muſt be deducted——R.	38	02	04
So there was advanced by induſtry with other mens Moneys——R.	327	06	00

CHAP.

CHAP. IX.

Of the Feats of Bankers performed by Exchanges.

WE have, in the first part of this Book, made a description of Bankes and Bankers, in regard of the Payments and Exchanges made in Banks for Commodities bought and sold: And having in the precedent Chapters declared the four manner of Exchanges, and the Merchandising Exchange by denomination of it to be the Canker of *Englands* Common-wealth; let us now intreat of the feats of Bankers. Some men of judgement have found my Writing to be invective and pathetical against Bankers, wherein they are not mistaken; for the use of Banks (unless they be countermined by other Banks) are not to be suffered in any well ordered Common-wealth, as time will manifest more and more. The French King *Lewis* the ninth, and *Philip* the Faire, did with great cause confiscate the Bankers goods, and for discovery of their Debts, ordered their Subjects to pay only the principal money into their Treasuries. *Philip de Valoys* did the like, and indicted them as cozners of the Common-wealth; for it is found that in a short time, with 24 thousand ℔ sterling, they had accumulated and gotten above two Millions four hundred thousand pounds.

Banks are incompatible in common-weals.

Bodin de Rep.

Others (who through envy, malice, and other passions, have the eys of their judgment blinded) have censured my writing to be Apologetical, for the erection of a Bank, under the colour of restauration of the ancient Office of the Kings Exchanger: which how absurd it is let the wise judge, by the difference between a Banker and a general Exchanger. The Banker doth draw unto him all the Moneys of other men, making his small stock to be infinit; and the Exchanger must with his own stock supply mens occasions. The Bankers makes the price of Exchanges with correspondence of other Banks elsewhere, at his pleasure and most advantage: The Exchanger hath no correspondence with other Bankers, but with his Factors and Servants is limited to deal honestly with all men.

Difference between a Banker and an Exchanger.

But because it is difficult to please mens humours in the reformation of abuses, which either for gain some would have to continue, or others through ignorance do not understand: Therefore is there another mean propounded, as you see by this discourse.

Now comming to the Feats of Bankers, it is not since yesterday that the same have been observed, much less by me invented: But in the year 1576, the wise and famous Council of Queen *Elizabeth* caused the same to be examined by discreet persons, who did make report thereof, albeit they missed of the remedy; and they did distinguish the manner of Exchange to be threefold, *viz.*

For the Bankers private gain and benefit.

TO lay their Money with gain in any place of the World where any Exchange lyeth.

To gain and wax rich, and never meddle with any Princes Commodities.

To buy any Princes Commodities, and never bring penny or penny-worth into the Realm, but do it with the Subjects Money.

To grow rich, and live without adventure at the Seas, or travel.

To do great feats having Credit, and yet to be nought worth.

To

To understand whether in conjecture their Moneys imployed on Exchange, or buying of Wares, will be more profit.

To know certainly whether, and what the Merchants gain upon their Wares they sell and buy.

To live and increase upon every Princes Subjects that continually take up Money by Exchange, and whether they gain or no.

To wind out every Princes Treasure out of his Realm, whose Subjects bring in more Wares than they carry out of the Realm.

To make the Staple of Money run thither, where the rich Prince will have it to be brought, and pay for it.

To unfurnish the poor Prince of his provision of Money, that keeps his Wares upon interest Money, if the enemy will seek it.

To furnish their need of Money that tarry the selling of their Wares in any contract until they make them come to their price.

To take up Money to Engross any Commodity, either new come or whereof they have some store, to bring the whole Trade of that Commodity into their own hands to sell both at their pleasure.

For the advancing of one Common-wealth above all other Common-weals.

TO hide their carrying away of any Princes Money.

To fetch away any Princes fine Money, with his own or any other Princes base Money.

To take up Princes base Money, and to turn into his fine Money; and to pay the deliverer with his own, and gain too.

To get upon credit into their hands for a time all the Merchants Money that will be delivered, and pay them with their own, and gain too.

To make the Realm gain of all other Realms, whose Subjects live most by their own Commodities, and sell yearly the overplus into the world, and both occupy that increase yearly, and also their old store of treasure upon Exchange.

To undo Realms and Princes that look not to their Common-wealth when the Merchants-wealth in such, and the great houses of one Country conspire together so to rule the Exchange, that when they will be deliverers, they will receive in another place above the standard of the Mint of the Princes Money delivered: And when they will be takers, they will pay the same in another place, under the Standard of the Mint of the Princes Money taken up.

To get ready Money to buy any thing that is offered cheap.

To compass ready Money to get any offered bargain out of anothers hands, and so by outbidding the other, oftentimes to raise the Wares.

For the destruction of a Common-wealth.

TO get a part and sometimes all his gains, that imployeth Money taken up by Exchanges in Wares, and so make others travel for their gain.

To keep Princes for having any Customs, Subsidies, or Taxes upon their Money, as they imploy it not.

To value justly any Wares they carry into any Country, by setting them at that value, as the Money that bought them was then at by Exchange in the Country whither they be carryed.

For the better explanation of the premisses, let us remember the description of a Bank heretofore declared, and therein observe that great power and command that is given them by the Common-wealth, to incorporate Moneys by the means of Exchanges, making it to become a Merchandise, and to overrule the course of Commodities. Payments in Bank limitted.

Som men are of opinion, that the price of Exchanges are made by an indifferent

courſe, becauſe the Bankers at the time of the payments of Exchanges in the Principal places (as Lyons in *France*, *Madril*, and other places in *Spain*, *Florence* and *Genoa* in *Italy*, *Bizanſon*, and other places elſewhere) have a meeting, and by certain Tickets in writing every man doth deliver his opinion, what the Price of Exchange ought to be for all places then Exchanging for the next Faire, or time of payment. And according to the ſame, the calculation is caſt up by the *Medium*, that is to ſay, if there be ſeven or more Voices or Tickets, the ſaid ſeven are added together, and the ſeventh part is the *Medium*; if there be ten, then the ſame being caſt up, the tenth part is the *Medium*, and ſo for greater or leſſer number accordingly. But theſe men are ignorant of the Bankers obſervations, for they all know how the plenty of Money lyeth by Exchanges, and they concur in making the Price for their advantage, and ſo jump all to one end upon the imaginary Moneys before declared, which maketh the main ocean of Exchanges, wherein the Exchanges of *England* are ſwallowed up as a little River or Branch of the ſame, taking ſtill advantage on our fine Moneys and ſtaple wares to glut us with their foreign Commodities at dear rates. And hence proceedeth the *Primum mobile* of Exchanges, which is the cauſe of the inequality ſo much abuſed from the true Exchange of *par pro pari*, and nevertheleſs admitted to be high and low upon juſt occaſion above the ſame, as Money is plentiful or ſcarce, or the takers of it many or few.

Exchanges caſt up by the *Medium*.

Primum mobile of Exchanges.

To this purpoſe, let us remember, that about ſeventy years paſt, between this Realm and the *Low-Countries*, many of their Coins (although much differing in Standards) did in the Pound or Mark weight, and in the very Piece and Price anſwer the Coins of the Kingdom, and did contain as much fine Gold and Silver as ours, and were alſo named and valued accordingly, whereby 20 ſhillings here made alſo 20 ſhillings with them, being a true *Par*. As for example,

Equal Exchange, or a true *Par*.

		s.		s.	
23 car. 3½	The Angel at——	10	The Emperors Royal at—	10	22 car. fine.
22 car.	The French Crown——	6	The Flemiſh Crown——	6	

		s.		s.	
11 Oun. 2 Penny weight.	*Ed.* Crown of Silver- Engliſh Shilling——	5 1	The *Philip* Doller— Flemiſh 6 Stivers——	5 1	10 Ounces fine.
	Ten Groats Silver with the four pence.		Emperours florin——	3	

All theſe Coins are not anſwered in Standard for Weight and fineneſs, but are altered and inhaunced by valuation to double and more, as you may find by the valuations heretofore declared: By means whereof inequality crept in by riſing and falling of the Price of Exchange, wherein our Merchants have followed the advice of others, and loſt the rule of Exchange, and to obſerve to raiſe the Price here, when it is riſen beyond the Seas, and we fall in Price as they do fall; and ſo the publick Meaſure of Exchange between them and us is falſified and untrue, whereby our Commodities are ſold, and alſo foreign Commodities are bought.

England loſt the rule of Exchange.

This may be Illuſtrated by a ſimilitude; for concerning the ſale of our Commodities, we do as much in effect, as if ſome Draper did ſell his Cloth at a certain Price the Yard, and ſuffered the Buyer to Meaſure out the ſame by the Buyers own falſe Yard: Or like a Grocer that ſelleth out his Pepper by the Pound at a Price agreed upon, and is contented that the Buyer ſhall Weigh it out by a Weight which (unknown unto him) is falſe, and ſo loſeth unawares, or getteth leſs than he made account of, becauſe the fraud uſed in the Weight and Meaſure is unknown unto him. Even ſo is the cunning courſe of Exchange unknown unto us, and ſo are our Moneys exported, and hindred to be imported again.

CHAP.

CHAP. X.

Of the true reformation of Exchanges.

AS of all things and in all humane actions, the beginning, progreſs, continuance, and termination or end is to be obſerved, for the better judgment: So by comparing them often to their principal and original not only the diſgreſſion of it is made apparent, but alſo the longer continuance in the ſame Eſtate, is thereby procured to reduce them again to their firſt integrity and goodneſs. For there was never any thing by the wit of man ſo well deviſed, or ſo ſure eſtabliſhed, which in continuance of time hath not been corrupted: So that the matter of Exchange being made a Merchandiſe, requireth this conſideration for the reducing thereof to his firſt Principle and Foundation, which is the intrinſique value of Coins of Countrie and Countries, according to weight and fineneſs, albeit the Price thereof in Exchange doth riſe and fall according to ſcarcity or plenty of Money, proceeding of the few or many deliverers and takers thereof in the courſe of Traffick, not by Commodities only, but alſo by Exchanges deviſed upon Moneys, in nature of Merchandiſe.

The general benefit to be preferred, &c.

Herein are the three eſſential parts of Traffick (ſo often named) to be conſidered jointly and dividedly for the good and welfare of Common-weals, and not for the benefit of particular or few perſons. For albeit that the general is compoſed of the particular, yet it may fall out, that the particular will breed a great inconvenience to the general, whereby private perſons may reap a benefit to the hurt of a multitude, or the whole Common-wealth, in nature of ſome Monopolies heretofore declared, which may as well happen by ignorance as by premeditated practice.

For to ſpeak ingeniouſly, Merchants cannot enter into conſideration of the quantity of Foreign Commodities imported at dear rates, and the native Commodities at leſſer rates exported, reſpectively of former times; by the diſportation whereof, cometh an evident overballancing of Commodities. Merchants do not regard whether the Moneys of a Kingdom are undervalued in Exchange by the inhauncing of Foreign Coin in other Countries, whereby our Moneys are exported, and Foreign Coin or Bullion cannot be imported but at an exceeding loſs. Laſtly, Merchants do not know the weight and fineneſs of the Moneys of each Countey, and the proportions obſerved between Gold and Silver, nor the ſeveral differences of the Standards of Moneys of Gold and Silver, a matter ſo neceſſary for them to know, to drive a profitable trade, as by this Book they may now underſtand for the common good. Princes and Governours therefore are to direct them according to the Laws, wherein the Law-Merchant muſt be the true guide and directer.

This direction muſt as well be eſtabliſhed upon the Coin of other nations, as upon the Moneys of the Kingdom, becauſe the payments of Bills of Exchanges beyond the Seas are made by ſeveral Coins upon the valuation made thereof, at the pleaſure of Princes, whereby ſometimes the Moneys of the Realm are not proportionably valued according to the Moneys of other Countries, which are thereby diverted alſo to be imported unto us: For Example, let us take the valuation aforeſaid made in the United Provinces during the government of the Earl of *Leiceſter*, at which time the Royal of 8 was valued at 45 Stivers, and the Rix Doller of the Empire and alſo their own Doller at 45 Stivers, and the Engliſh ſhilling (at 12 *d* here) being there valued at ten Stivers made 20 *s* Sterling, to be by Exchange 33 *s* and 4*d*, as a *par pro pari*, or value for value. The like for *Hamburgh* at 24 *s*, 9 *d*, as hath been noted. Now five

Royals of eight which is at forty two ſtivers 35 *s.* are valued at 42 *s.* 6 *d.* that is to ſay, at 51 Stivers, and yet the Exchange is taken ſtill at the ſaid rate, according to which calculation the ſaid Royal of eight is by us received at 5 *s* 2 *d*, which is but 4 *s* 2 $\frac{1}{6}$ *d*, or thereabouts. The difference is 15 upon the 100 in leſs than two Months time: Add hereunto the 10 in the 100 to be had by the ſaid Royals of eight, that the ſame are better in weight and fineneſs than our ſix pence Sterling, which is taken to anſwer the ſaid Royal by a common calculation, by reaſon whereof there will be given ſo much in his Majeſties Mint, or thereabouts, that is to ſay, four Shillings and five pence, or at the leaſt 4 Shillings and 4 pence $\frac{1}{2}$, after the rate of 5 Shillings Sterling, for an ounce of that Standard; ſo together is 25 upon the 100 benefit, which "cauſed a Merchant Adventurer to ſet down in Print an Interrogation in this manner: "Who will procure Licence in *Spain* to bring Royals into *England* to ſell them here at "10 in 100 g[illegible] which is leſs than the Exchange from thence will yeild, when "he may ha[illegible] for the ſame 25 in the 100 in *Holland*? A matter whereby Merchants are eaſily induced to divert the ſaid Royals from the Realm to thoſe and other countries, and by the common underſtanding to remedy the ſame, it is thought there is no means to meet with Foreign nations in the inhauncing of Moneys, but we muſt do the like, albeit experience hath ſhewed long ſince that this is not effectual nor any true remedy. Now if we will conſider things according to the rule aforeſaid, it will plainly appear that the ſaid fifteen upon the hundred gain, more than in *England*, are but imaginary, if the Exchange for Moneys were reformed: For let 5 of theſe Royals of eight be bought in *England* for 22 *s*, and be tranſported into *Holland*, and there buy Commodities with the ſame (which is according as the price of them is inhaunced, for as the Money riſeth in Price, ſo doth the Price of Commodities) it may fall out the ſaid Merchants ſhould become loſers by the Commodities, ſo that the ſame cannot be termed *Cauſa movens*: But the Spaniſh Merchants, which cauſe their Royals to be ſent into *Holland* or *Zeland*, from *Spain* or from the *Downs* rely wholy upon the Low Exchange, whereby they are inabled to deliver there their Money by Exchange at an undervalue, at 33 *s* 4 *d* Flemiſh and under, for our 20 *s* Sterling, whereby the Kingdom maketh good unto them the ſaid 15 upon the 100, conſiſting between the price of 42 Stivers, and 51 Stivers, which is almoſt 18 *pro cent.* If the Royal went but for 50 Stivers according to their valuation, ſo that if the Exchange were made accordingly, which would be above 37 *s* 6 *d*, this gain would not be at all, and Moneys would be imported unto us, and not exported.

A Treatiſe of Free Trade 1622.

A Maxime in Exchanges.

For the rule is infallible, That when the Exchange anſwereth the true value of Moneys, according to their intrinſick weight and fineneſs, and their extrinſick valuation; they are never exported, becauſe the ſaid gain is anſwered by Exchange, which is the cauſe of Tranſportation. To make this evident in the Rix Doller, which is the main and moſt uſual Coin in *Germany*, *Eaſtland*, the United and Reconciled *Low-countries* before their late Proclamations, and currant in many other Countries: Obſerve we, that the ſaid Doller was valued at 2 Marks Lubiſh, every Mark being 16 Shillings Lubiſh, or ſixteen Stivers. For the year 1575 the ſaid Rix Doller was ſtill Coined in the Empire for 32 *s* or Stivers, and ſo currant by valuation in the *Low-countries* whereby they were all one in denomination and effect: But the Wars in the *Low-countries* hath been the cauſe of the inhauncing of this Doller, which was brought to 35 Stivers, and in the year 1586 to 45 Stivers, or to 52 Stivers now by interminiſſive valuations and times. Howbeit at *Hamburgh*, *Stode*, and other places in *Germany*, the ſaid Doller did remain ſtill at 32 *s* Lubiſh, or 2 Marks: And as the the ſaid Doller did inhaunce in Price, ſo did they in the *Low-countries* Coin new Stivers accordingly; ſometimes lighter in weight, and at other times abaſed by Copper or Allay, and yet in account the Stiver did and doth remain the ground of all their Moneys: But the ſaid Doller holdeth his Standard agreeable to the firſt Doller, called the *Burgundian* Doller with Saint *Andrews* Croſs, Coined in the year 1567, which is in fineneſs ten Ounces 12 penny Weight of fine Silver: And four and an half of theſe Dollers were made equivalant to our twenty Shillings Sterling, as a publick

A ſhilling Lubiſh, and a Stiver Flemiſh was all one. 1575.

A great Fallacy.

meaſure

measure between us and the *Low-countries*, *Germany*, and other places where this Doller went currant, as you may obſerve in the precedent Chapters.

Theſe Dollers have ſince been imitated and made by the States of the United Provinces in their ſeveral Mints, altering only the Arms of their ſeveral Provinces; as alſo by the Arch-Duke *Albertus* in the reconciled *Low-Provinces*, and the Price of them at *Hamburgh*, *Stoad*, and other places was but advanced to one Stiver or Shilling Lubiſh more, that is to ſay, at 33 *s* Lubiſh went, the ſame went in the *Low-countries* for 45 Stivers, which made the diverſity of the ſaid *Par* of Exchanges of 33 *s* 4 *d* for the *Low-countries*, and 24 *s* 9 *d* for *Hamburgh*, being all one in ſubſtance. This Doller is ſince that time (as I ſaid) inhaunced to 52 Stivers in the *Low-countries*, which maketh the Price of Exchange above 38 *s*, or rather 39 *s*; and ſhall the Kingdom ſuffer this and not alter our Price of Exchange accordingly, but be contented to take 34 or 35 *s*, and after that rate underſell all the Commodities of the Realm? In the *Netherlands*.

This Doller is likewiſe ſince that time more inhaunced in *Germany*, from time to time. And leaving the exceſſive valuation in remote places, let us note the valuation of *Hamburgh*, where it hath been at 54 Stivers the Doller, which maketh the Exchange above forty Shillings of their Money for our twenty Shillings. And although we have raiſed our Price of Exchange, from 20 *s* 9 *d*, to 35 *s* and thereabouts, ſhall we reſt here and go no further? Have we reaſon to do it in part, and not in the whole, according to Juſtice, Equity, and true Policy? and ſhall we be like a man that by halting in jeſt became lame in earneſt? *Abſit ignorantia.* In *Germany*.

The Moneys in Chriſtendom, which have their Ebbing and Flowing do ſhew their operation upon Commodities, maketh by plenty the Price thereof dear, or by ſcarcity better cheap, as hath been noted: But Exchange hath a contrary mean of working, for plenty of Money maketh a low Exchange, and ſcarcity of Money maketh a high Exchange and the Price to riſe, which is of great conſideration; becauſe it overruleth Money and Commodities, which never entred in the Politick Studies of *Ariſtotle*, *Seneca*, or *Cicero*, who were but in the infancy of Trade. And Civilians can tell us that *Commercium*, is *quaſi Commutatio Mercium*, but went no further in this Juſt and Princely Study of State-affairs to augment, by all lawful means of *Jus gentium*, the wealth of their Kingdoms and Territories: as alſo to prevent the diminution thereof, by the carrying away of their Moneys and Treaſure. True it is that the Statute Laws of *England* have had a care hereof, but the remedies have been hitherto defective, by miſtaking the Efficient cauſe thereof: which remedies may be diſtinguiſhed three manner of ways. The courſe of Money and Exchange, are contraries in operation.

1 The Statute of imployment for Merchant Strangers, made for three eſpecial cauſes: 1 For the advancing of the Price and Sale of our native Commodities: 2 To prevent the overbalancing of Forein Comodities: 3 To preſerve the Moneys within the Realm. 14. *R.* 2. Commodities

2 The Lodging of Merchant Strangers with free hoſts, who had an inſpection in their negotiations for Commodities and Moneys.

3 The keeping of Staples for Wools, Woolfels, and other Commodities beyond the Seas, with their Correctors and Brokers to Regiſter Merchants Strangers dealings.

4 To cauſe Denizens to pay Strangers Cuſtoms inwards and outwards.

5 The ſundry treaties and conferences with the Commiſſioners of other Princes, about Merchandiſe, Moneys and Exchanges.

6 The ſevere Proclamations for the obſervation of the Statutes made for and concerning the ſame, and the Articles of Entercourſe.

7 The prohibition to export Commodities, but at great Ports.

8 The prohibition for Strangers to Sell Wares by retail.

9 The prohibition for Engliſh Merchants to Ship goods in ſtrange Bottoms.

10 The tranſportation of Money made Felony by Act of Parliament. Moneys.

11 The attendance of Searchers, Waiters, and other Officers.

12 The ſtrict information in the Exchequer and other Courts.

13 The ſwearing of the Maſters of Ships, for exportation of Moneys.

14 The

14 The reformation of the overheavineſs of our pound weight Troy in the Tower.
15 The overrichneſs of our Sterling Standard of Moneys.
16 The alteration of the proportion between Gold and Silver.
17 The making of more Prices out of the pound Troy by the Sheyre.
18 The inhauncing of Silver and Gold Coins in Price.
19 The imbaſing of Moneys by Allay or Copper.
20 The uſe of many Standards of Money, and reduced to two again.
21 The increaſing of Coynage Money to hinder the exportation.
22 The prohibition to cull out heavy Pieces to melt or tranſport.
23 The baniſhing of light Spaniſh Money, and Gold to be molten.
24 The giving more for Bullion in the Mint.
25 The prohibition for Goldſmiths to buy Gold or Bullion.
26 The making of the principal Foreign Coin currant in *England*.
27 The binding of Merchants to bring in Bullion.
28 The prohibition to pay Gold unto Merchant Strangers.
29 The prohibition to take gains upon Coins.
30 The Bullion in the Mint to be delivered by weight, to reſtore by tale.
31 The inhauncing of Gold and undervaluing of Silver.
32 The puniſhment of tranſporters in the Star-chamber by Fines.

Exchange. 33 The prohibition by Act of Parliament, to make Exchanges for Moneys for Foreign parts without the Kings eſpecial licenſe.

34 Money delivered to Sir *Thomas Greſham* Knight, out of the Exchequer, to rule the courſe of Exchanges by Bills.

35 The Office of the Kings Royal Exchanger, never put in practice ſince the Merchandiſing Exchange began, erected by King *Edward* the firſt in the eleventh year of his Raign, by an Act made at *Acton Burnel*, as aforeſaid.

Here we are to obſerve the Statute of employment to be defective, when Merchants (both Engliſh and Strangers) have an ability given them by Exchange to take up Money here, and to deliver a Bill of Exchange for it payable beyond the Seas, and can ſend over the Money *in ſpecie*, and be a great gainer thereby: Inſomuch that if I receive here 100 pieces of 20 *s*, I can ſend 90 pieces to pay my Bill of Exchange, and put ten pieces in my pocket for an overplus and gain.

The like may be done by making over Money from beyond the Seas to be paid here by Exchange, which being received, I can tranſport with 15 upon the 100 gains in two months and leſs, and advance 100 upon the 100 in one year, which exceedeth all the benefit to be made by Commodities, wherewith I need not to intermeddle, nether can the ſaid Statute be any help herein to remedy the ſame.

This gain ariſeth by the undervaluation of our Moneys, in regard of the inhauncing and overvaluation of Foreign Coyns, ſo that the cauſe is extrinſick, and compriſed under the ſaid Exchange of Money, and not intrinſick in the weight and fineneſs of Moneys, which are conſidered in the courſe of true Exchange between us and Forreign nations: And thereupon it followeth, that neither difference of weight, fineneſs of Standard, proportion between Gold and Silver, or their proper valuation of Moneys can be any true cauſe of the exportation of our Moneys, ſo long as a due courſe is held in the Exchange which is grounded thereupon.

Hence ariſeth the facility of the remedy by the reformation of the Exchange, in cauſing our Moneys to be truely anſwered by Exchange, according to the very value, or above the ſame, which cutteth off the ſaid gain had by the exportation of Moneys, and cauſeth alſo (in effect) that the Foreign Coins beyond the Seas are not taken in payment above their values, although they be received at a higher rate, becauſe the Commodities of the Realm are ſold according to the price of Exchange, which countervaileth the ſame according to their inhauncing of Coins, or embaſing of the ſame by Allay or Copper.

All men of common underſtanding, when they do hear of the raiſing of Moneys beyond the Seas, are ready to ſay, we muſt do the like. For they conceive the ſaying of

of *Cato*, *Tu quoque fac ſimile, ſic Ars deluditur Arte*, to be a proper application hereunto. But they do not enter into conſideration what alterations it will bring to the State, and that the matter might run *ad infinitum*, as ſhall be declared.

But let us ſuppoſe, that this will be a ſufficient remedy to inhaunce our Moneys, as they do theirs, to imbaſe on Coyns as they do theirs, and to imitate over valuation of Gold and Silver as they do, which requireth a continual Labour, Charges, and Innovation. Is it not an excellent thing, that all this can be done by the courſe of Exchange with great facility? and that without inhauncing of our Moneys at home, or medling with the Weight and fineneſs of the ſterling Standard; this is to be done only by His Majeſties Proclamation, according to the Statute of Exchanges, prohibiting that after three Months next enſuing the ſame, no man ſhall make any Exchanges by Bills or otherwiſe, for Moneys to be paid in forein parts, or to be Rechanged towards this Realm, under the true *Par*, or value for value of our Moneys, and the Moneys of other Countries in Weight and fineneſs, but at the ſaid rate, or above the ſame, as Merchants can agree by the means of Brokers, or amongſt themſelves, but never under the ſaid rate, which ſhall be declared in a pair of Tables publickly to be ſeen upon the Royal Exchange in *London*, according to the ſaid Proclamation: And the ſaid Tables ſhall be altered in Price, as occaſions ſhall be Miniſtred beyond the Seas, in the ſeveral reſpective places of Exchanges, either by their inhauncing of Moneys by valuation, or by imbaſing of the ſame by allay, as hath been noted; which by a vigilant eye may be obſerved, and will be a cauſe to make other nations more conſtant in the courſe of their Moneys: And this will be executed more of courſe than by authority, becauſe gain doth bear the ſway and command with moſt men. The way to reſtore *Englands* wealth.

For the Merchant Stranger being here the deliverer of Money generally, will eaſily be induced to make the moſt of his own, receiving by Exchange more for our moneys beyond the Seas: And the Engliſh Merchant (being the taker of the ſaid Moneys) will not be ſo injurious to the State, as to give leſs beyond the Seas than the value of our Money in Exchange, contrary to the ſaid Proclamation: And if he would, the deliverer will not let him have it. Beſides that the takers occaſions are inforced by neceſſity, and he can be no loſer; for by direction, he will ſell his Commodities beyond the Seas accordingly, becauſe the Price of Exchange doth ſtill govern the Sale and buying of Commodities, as aforeſaid.

Engliſh Merchants being the deliverers of the Moneys beyond the Seas, and the price of Exchange altering there accordingly, will have the like conſideration, and the Merchant Stranger will provoke him thereunto: And if there be no takers, the Engliſh Merchent may bring over the Money *in ſpecie*, wherein he ſhall be come a gainer.

The courſe is agreeable to Juſtice and the Law of Nations, or *jus gentium*, and will not hinder the Exchange to riſe and fall, as formerly, but keep all in due order, with theſe conſiderations, cautions, and preventions as ſhall be ſet down to prevent all inconveniences proceeding by the inhauncing of Moneys, which fall generally upon all men in the endearing of things, and particularly upon Land-lords and Creditors in their Rents and Contracts, and eſpecially upon the Kings Majeſties Lands. Inconveniencies of the inhauncing of Coins.

The Statute of Imployment muſt alſo be obſerved, to make the remedy more compleat, with a Regiſter to record the Moneys, which Foreign Mariners do receive for fraight, coming from *Norway* and other places, making above one hundred Voyages yearly; as alſo many other Ships bringing Corn into the Northern and Weſtern parts of this Realm, and exporting Moneys for it.

The Turk, Perſian, and Ruſſian have herein ſu paſſed us in true Policy, by keping the price of their Exchanges high, much above the valuation of their Moneys, ſo that they have no trade by Exchange nor Moneys, but only for Commodities, whereby they prevent the overballancing of Foreign Commodities with theirs, as alſo the exportation of their Moneys; albeit the uſe of our Commodities is in thoſe Countries very great. The policy of the *Turk* and *Ruſſian*.

The objections made by ſome againſt this ſole remedy are eaſily to be anſwered, for they are grounded upon ſuppoſitions againſt aſſured experience. Objections to the Remedy.

1. Some

1 Some make doubt that the price of Exchange being riſen, there will be no takers of Money, and then the deliverer is more thruſt upon the exportation of Moneys.

2 Others ſay, that thoſe Merchants which have ſold their Cloth beyond the Seas ſhall receive a loſs in the making over of their Moneys from thence, by delivering more there in Exchange than now they do.

3 Others ſay, that they ſhall not be able to vent their Cloths according to the high Exchange, eſpecially now that Cloth is out of requeſt; and would have the matter of reformation deferred until another time, in their opinion, more commodious.

Anſwers. The firſt objection is anſwered before, That the taker is ruled by the deliverer, who will not give his Money in Exchange under the true value, according to the Proclamation to be made, and the deliverer being the Merchant Stranger here, will ſooner be thruſt upon the Statute of Employment, for by the exportation of Money, he ſhall have no gain; whereas ſome of the diſcreeter ſort would not have the ſaid Statute too ſtrictly preſſed upon the Stranger, becauſe the trade ſhould not be driven into their hands, *Mediocria firma.*

To the ſecond, the Proclamation (limiting a time for execution) giveth Merchants ability to recover their Moneys, or to ſell their Bills of debts for Money, or to buy Commodities for them, as the manner is.

To the third, experience maketh a full anſwer to both, that there did not want takers, when the late inhauncing at *Hambur* cauſed the Exchange to riſe from under twenty and eight ſhillings to above thirty and five ſhillings, which is more than the preſent alteration will be: And Wool was at 33 ſhillings the Tod, which is now fallen under 20 ſhillings; ſo that the vent of our Cloth was not hindred when it was ſold dearer by one third part, but there was above 80000 Cloths ſold yearly, where there is now ſold but 40000 Cloths. The time is alſo to be thought more convenient to advance a Commodity, being undervalued, than to do it when the price is high; for this Pluriſie of the Common-wealth is dangerous, and admitteth no time of curing, like the fire in a City, which permitteth not any inquiries to examine how the ſame began, but requireth every mans help to quench the ſame.

Treatiſe of free Trade. E. M. And whereas it is alledged in the defence of the inhauncing of Coyn, That which is equal to all (when he that buys dear ſhall ſell dear) cannot be ſaid to be injurious unto any.

This opinion is without conſideration of the alteration of Weights and Meaſures between us and other nations, that is, Exchange for Moneys, and what the ſame may produce to the loſs of the Common-wealth, albeit that between man and man it may prove alike in ſome reſpects.

To make this evident, ſuppoſe two Merchants, the one dwelling in *London*, and the other dwelling at *Amſterdam*, doe contract together, that the *Londoner* ſending Cloths to be ſold at *Amſterdam*, the Merchant of *Amſterdam* ſendeth him Velvets and Silks to be ſold at *London*: And (in the account to be kept between them) they agree to reckon the Moneys in Exchange but at thirty ſhillings Flemiſh, for twenty ſhillings ſterling, and ſo make return each to other from time to time, as Moneys ſhall be received both here and beyond the Seas. Whereupon put the caſe, that there is received at *Amſterdam* 1500 ℔ Flemiſh for Cloth, and at *London* there is received one thouſand pounds ſterling for Velvets and Silks, which according to the ſaid computation is all one in effect between them, and might by way of reſcounter anſwer each other in account. But the Merchant of *Amſterdam* knowing that (by reaſon of the inhauncing of Moneys there) he can make a great gain to have the ſaid one thouſand pounds to be ſent unto him *in ſpecie*, he deſireth the *Londoner* to ſend unto him this one thouſand Pounds ſterling in Silver or Gold Coyns, Royals of eight, or Rix Dollers, whereby he ſhall profit fifteen upon the hundred by the means aforeſaid, which amounteth to one hundred and fifty Pounds gains. Now the *Londoner* having his own thouſand and five hundred pounds Flemiſh, or one thouſand pounds ſterling at *Amſterdam*, cannot do the like, becauſe the Money by the ſaid inhauncing is received there above the value, ſo that his Money muſt be delivered there by Exchange

at

at 33 s. 4 *d.* or under, whereby he receiveth here the ſaid 1500ℓℓ Flemiſh with no gain at all. Thus the account is made even between them, but by theſe means the Kingdom is deprived of the 1000ℓℓ of the Merchants Money ſent to *Amſterdam*, which doth not only procure want of our Moneys, but cauſeth alſo the native Commodities to be under-ſold, and the foreign Commodities to be advanced in price beyond the Seas, by plenty of Money there, and hindreth the importation of Bullion.

To prevent this, the queſtion is now, Whether it be better and more expedient to raiſe the price of Exchange, or the valuation of our Moneys? Surely all men of judgement will ſay, That the raiſing of Exchange breedeth not that alteration which the inhauncing of Moneys doth, to make every thing dearer, and to cauſe Land-lords and Creditors to loſe in their Rents and Contracts. And Merchants of experience know that we cannot do as they do; for the inhauncing of our Moneys here will be countermined by other Nations, who ſtill will undervalue them in Exchange between us, unleſs it be prevented by our own true valuation to be made known as aforeſaid.

The Author of this Treatiſe of free Trade doth ſay, *That it is not the rate of Exchanges, but the value of Moneys, here low, elſewhere high, which cauſe their exportation; nor doth the Exchanges, but the plenty and ſcarcity of Moneys cauſe their values*, which is meerly *Hyſteron Proteron*, whereunto I have anſwered heretofore, *viz.* Page 104.

There are three ways to diſſolve an argument, *Denial*, *Retorting*, and *Diſtinction*, *Denial* is too hoſtile, ſavouring more of obſtinacy than of art: *Retortion* is more witty than profitable; but *Diſtinction* is like mature remedies compared to Purges, which cleanſe and feed. But the ſaid Author did take the courſe of *Denial*, and proveth nothing touching the matter in queſtion. Three ways to diſſolve an argument.

If Moneys be here low, and elſwhere high, how is this known but by the valuation of Exchange? Conſidering the diverſities of Moneys of ſeveral Standards, wherein the Exchange is like the Aſſay, whereby the fineneſs of Gold and Silver is known, grounded upon the quantity which the Exchange requireth, according to the weight of fine Silver and Gold contained in the Moneys of each Country, which is the intrinſick value, and not according to extrinſick valuation, which is altered by denomination; for the name of a thing doth not alter the value really, but the ſubſtance doth it, if it be altred: Much leſs doth plenty or ſcarcity of Money cauſe their values, it being contrary to the nature and property of Money; the yard doth meaſure the Cloth, but the Cloth doth not meaſure the yard. To illuſtrate the premiſſes by example, I have heretofore ſhewed the conſideration incident. Exchange compared to the Aſſays of Money.

Suppoſe that ſome Merchants ſtrangers do come over into the Realm to buy a Pack of ten Cloths valued at 80ℓℓ Sterling, which they are to pay in Gold and Silver, and they do not know the weight and fineneſs of their foreign Coin which they have brought over; hereupon to content both Parties, the Moneys on either ſide muſt be tried by the ſubtil Aſſay, according to their fineneſs computed upon the twelve Ounces Troy, and then by weight they anſwer each other accordingly. And ſo this negotiation is in effect but a permutation of Moneys for Commodities, before Exchange was invented.

Hitherto we have handled of the reformation of Exchanges, for places where the baſis or foundation of Exchange is made upon our 20 Shillings Sterling, that is to ſay, when Merchants beyond the Seas, delivering Moneys there for *England*, will cauſe the Brokers of Exchanges to know how much Flemiſh or *Hambourgh* Money Merchants will give there, to have 20 Shillings Sterling paid in *England*, even as we do here, to know how much in Flemiſh Money or other Coins a Merchant will give for the ſaid 20 Shillings here, by an agreement to be paid beyond the Seas by a Bill of Exchange. But now we are to treat of the reformation of the Exchanges which are made upon foreign Coins, or rather imaginary Moneys of other Countries: As for *France* upon the French Crown of ſixty ſoulz; for the Eaſt Countries upon the Florin Poliſh; for *Germany* upon the Rickx Dollar of 72 Creutzers; for *Venice* upon their Ducat; and ſo for other places. Exchanges made upon foreign Coin.

Herein let us obſerve that the courſe of it is directly oppoſit; for whereas in the one

we do procure to have much Money, or at the value anſwered by Exchange: So in the other we may do the like, and rather procure leſs to be given in Exchange, becauſe that the foundation of thoſe Exchanges is made upon foreign Coin.

Nevertheleſs conſider we, That when four Teſtons, or three Franks *in ſpecie* were calculated for the ſaid Crown of ſixty Soulz in Exchange, then every ſuch Teſton was ſixty Soulz by valuation, and every ſuch Frank was 20 Soulz. But ſince that time the ſaid pieces of Teſtons are made currant for 16 $\frac{1}{2}$ Soulz, and the Franks at 22 Soulz, being the ſame in weight and fineneſs, without any alteration in the ſtandard, called, *Le Pied de la Monoye*, but only inhaunced in valuation, according to which, payments are made in Silver Coins. Alſo for the Gold Coins, as French Crowns and Piſtolets, which are inhaunced at times until 72 Soulz from 60 Soulz, whereupon the ſaid Crown was valued at 6 Shillings Sterling; Is there any man of judgment that will give, if he can chuſe, 6 Shillings or 72 Pence, and 72 $\frac{1}{2}$ Pence, for the ſaid French Crown in Exchange, when the Crown *in ſpecie* is paid him in *France* for 75 Soulz. The like conſideration are we to have of the Dollars of *Germany*, of the Poliſh Guilders or Florins, and all other Coins inhaunced above the *par* of Exchanges heretofore calculated among Merchants, and eſpecially with the admittance of Princes.

The operation hereof in the courſe of Traffick is of very great moment, more than in times paſt, when the difference was not ſo ſenſible; which made me to compare the ſame unto the ſerpent *Aſpis*, which ſtingeth men in ſuch ſort that they fall into a pleaſant ſleep until they die. Which is meant by particular perſons, whoſe eſtate is conſumed by running upon Exchanges. Or like unto the cruelty of the Planet *Saturn*, which maketh his Spherical courſe in 30 years with great Operation, although we do not ſo ſenſibly perceive his motion which is meant in the revolution of State Affairs in progreſs and continuance of time.

CHAP. XI.

Of Attachments and Arreſt.

THE Common-Law of *England* doth not uſe the courſe of Attachments, as is uſed by the Cuſtom of the City of *London*, which was borrowed from Merchants Actions obſerved in Foreign Countries, and was thereupon by Cuſtom here eſtabliſhed, it being a ready way whereby men may ſecure themſelves of preſent means, if they doubt of their Debtor. For if the Creditor do know any Debts or Goods belonging unto his Debtor, he may inſtantly upon a ſpeciality to be exhibited unto the Magiſtrate, have authority to attach the ſaid Debts and Goods in the hands of any Perſon where he findeth them, only priviledged places excepted, or Eccleſiaſtical Perſons in moſt places.

To this Attachment if the Party do appear and put in Bail either by himſelf or his Atturney, then the ſaid Attachment is *ipſo facto* void, and Declaration being put in dependeth in Court upon the ſaid Bail; and if no Declaration be put in the next Court day, or within three days, then the ſaid Bail is likewiſe diſcharged by the ſaid Cuſtom; albeit this is not ſo duely obſerved as the Cuſtomary Law of Merchants requires. But if the Party do not appear, and the Attachment do proceed three Court days, or three defaults to be entered, then for the fourth default judgement or ſentence is given, that he who did make the Attachment ſhall recover the ſaid Debt and Goods, and take the ſame into his own poſſeſſion, upon good ſureties to be put into the

The Court, to anſwer the value thereof within one year and a day, in which time the Proprietary may diſreaſon the ſaid recovery, by diſproving the other Parties ſurmiſes or allegations, proving that the ſpecialty was paid whereupon the Attachment was grounded. For the Attachments beyond the Seas cannot be made upon any pretended Action, but muſt be done upon a Bill of Debt, and many times the Magiſtrates will ſequeſter the Goods or Debts into their own hands, to avoid incertainties of honeſt dealings. Beſides, Merchants will be adviſed before they make Attachments, becauſe both the Civil Law, and Cuſtoms of Merchants do impoſe great damages upon the Party, if he have made his Attachment without juſt cauſe, to the overthrow of the other Parties Credit. And moreover if it be upon Debts appearing by ſpecialties, or Bills Obligatory, it may fall out that the ſaid Debts are tranſferred or ſet over to other Merchants, according to the Cuſtom heretofore mentioned, whereby the property is altered.

I remember a caſe of mine own, that hapned above 20 years ſince, which concurreth with the matter in hand: A Merchant being indebted unto me by a Bill Obligatory the ſum of 800*li*, payable at 6 months, was perſwaded by a Friend of his (with whom I had ſome differences and controverſies of accounts) to ſuffer an Attachment to be made in his hands of the ſaid Moneys, by the Cuſtom of *London*, upon promiſe made unto him, That he would give him long days of payment for the ſaid Moneys: Whereupon my Debtor appeareth to the ſaid Attachment, and did acknowledge the the ſaid Debt of 800*li*, relying upon the long days of payment, and he that made the Attachment did proceed in the Law, and had judgment thereupon, making no doubt to obtain execution accordingly. Being adviſed by Learned Councel in *London*, we ſuffered him ſo far to proceed, and then we did ſpeak in Arreſt of Execution, and brought a Writ of *Certiorari* out of the Kings-Bench, under the hand of the Lord Chief Juſtice, putting in ſpecial Bail in *London* to ſatisfie the judgment. The Record was removed to the ſaid Court of Kings-Bench, and there we did put in other Bail, and upon that brought a *Superſedeas* into *London*, and diſcharged our ſpecial Bail, and by the Law, the ſaid Attachment and all proceedings were made void; and this Merchant was taken, *Pro confeſſo*, and ordered to bring the Money inſtantly into the Court, whereas he had yet ſix months for the payment; the Intereſt whereof was 40*li*, whereby the Proverb took place, *Fallere fallentem non eſt fraus.*

Attachments to be removed after judgment.

Here the Law did prevail againſt Cuſtom: But in another like matter of Attachment, Cuſtom hath prevailed againſt the Law.

One being indebted unto another the ſum of 100*li* payable at a certain time, it came to paſs that the Creditor went over, beyond the Seas, before the Money was due: the cautelous Debtor, upon untrue ſurmiſe to defraud the Creditor, made Attachment of this Money in his own hands by the Cuſtom of *London*, and put in ſureties to be anſwerable for it for one year and a day, according to the manner and order of the Court, in which time the ſaid Creditor was to diſreaſon the ſaid pretended Debt; but the Creditor (being beyond the Seas and ignorant of theſe proceedings) came over after the expiration of the year and day, and the Debtor had judgment upon the ſaid Attachment, and Execution awarded unto him in his own hands. The Creditor being now come over, demanded his Money, the other denied to owe him any; in brief, the Bill was put in ſuit at the Common-Law, the Debtor did plead the ſaid judgment and recovery in *London*, and by that practice and fraudulent means defeated his Creditor: And being done by Law, it is taken to be no couſenage to be puniſhed by the Star-Chamber, or other Courts, only the Party is *A. K.*

Touching Citizens or Merchants Arreſts beyond the Seas, there is a Cuſtom that no Officer may Arreſt after Sun-ſet; ſuch therefore as go abroad but at thoſe times, are ſaid to *Fly with the Owl*, by a common Proverb: And it is hoped by the ſaid Cuſtom that the Debtor may (by having acceſs at ſome time unto his Creditor) compound with him, and preſerve the good opinion and credit wherein he liveth, and thereby not only have means to recover himſelf, but alſo be an occaſion to gather in his own Debts ſooner. In ſome places alſo they may not Arreſt upon the Sabbath-days and Holy-days,

No Arreſt to be after Sun-ſet.

to the end they ſhould not be deprived of Divine Service towards God, and comfort of their Souls.

The Officers or Serjeants may not Arreſt any man upon the Burſe or Royal Exchange, although the Party to be Arreſted ſhould yield thereunto, and renounce the ſaid priviledge. It is not many years ſince a Merchant of *Amſterdam*, being upon the Exchange at *Antwerp*, had notice given him that another Merchant had given order, That upon his going from the Exchange he ſhould be Arreſted, and that the Officer did attend him being neer at hand: Whereupon he perceiving the ſaid Officer, called him unto him, and ſaid he would obey the Arreſt; which for the firſt time is but an Adjourning or Citation. The Officer did require a pledge of a piece of Coin in token thereof (as the manner is) which he gave him. Afterwards this Merchant of *Amſterdam* (being otherwiſe adviſed by his Friends) did diſclaim from that Arreſt, becauſe it was done upon the Exchange, and claimed the ſaid priviledge: Inſomuch that the Magiſtrates and the Learned Advocates on both ſides did thereupon aſſemble in the Town-houſe, as it were the *Guild-hall*, and there the matter was debated and diſcuſſed at large according to the Laws: And it was at laſt concluded and determined that the ſaid Arreſt was void in Law: For the renuntiation of a priviledge by any particular, or many perſons, cannot derogate or abrogate any cuſtom or priviledge, not only in the general, but alſo in the particular; ſo that within 24 hours after he might have been Arreſted again, but he was *non inventus*, and upon this Arreſt he was to find caution to anſwer the Law.

The renuntiation of a priviledge cannot aboliſh the priviledge.

The like is to be underſtood for all priviledged places, as Churches, Chappels, Church-yards, and other places and juriſdictions; and divers Cities and Towns do not permit any man to be Arreſted upon foreign pleas for Debts and Contracts made in other Towns, Places or Countries, which are as Places of Refuge for ſome Merchants; as the Town of *Middleburgh* in *Zeland*, and the Town of *Dort* in *Holland*, and other Cities and Towns in other Countries, and moſt Cities and Towns where a Nation or a Society of Merchants do agree to make their reſidence, as the Company of Merchants Adventurers and others, commonly the ſaid Cities and Towns do exempt them from all litigious ſuits which happen between themſelves, to be determined by their Governour or Court-maſter; ſo as only controverſies hapning between them and ſtrangers or inhabitants are ſubject to the ordinary courſe of the Law, for the determination of Merchants differences. They will alſo free them from all Debts owing by Kings, Princes, and States, ſo that the Subjects Goods ſhall not be liable thereto, to the end that Traffick be not interrupted.

Towns of Refuge.

Officers known by their habit.

The Officers or Serjeants which make theſe Arreſts are known by their habit, or by a rod to be ſeen in their hands, and may not by ſtealth come upon a man; whereby many inſolencies are prevented, and Serjeants are not ſubject to be killed, as many times they are with us; and if they have not their habits or colours, no man is to aſſiſt them if they be abuſed, and the reſcuing of a man then is no offence; and howſoever, if a man Arreſted or to be Arreſted do run away, every man giveth him way, as deſirous to help him, to keep him out of troubles, accounting the Arreſting of a man to be a part of the Hangmans Office: And nevertheleſs their Hangmen are ſeen to be always in rich Apparel, and are reputed as neceſſary members in a Common-wealth, whereas in *England* it is very contemptible and baſe.

Attachments to be granted upon ſpecialties.

Returning to ſpeak again of Attachments, it is a matter of great conſideration with us, not to admit any to be done in *London*, or any other City or Town-Corporate, according to the Cuſtom of *London*, unleſs it be upon plain ſpecialties, and alſo with putting in good Sureties for the Coſts; for it is a very dangerous thing for Merchants dwelling beyond the Seas, as alſo Merchants who dwell in remote places of the Kingdom, having their Factors at *London*, if they upon any ſurmiſe or pretence of Debt ſhall make any ſecret Attachment in their own hands of their Maſters Goods, either when they know their Maſter to be dead, or travelling in ſome foreign Countries upon a long Voyage, as occaſion may fall out, and ſo by practiſe deceive them of their Eſtates, by pleading afterwards the ſaid Attachment or Judgment had thereupon in Bar, as beforeſaid.

CHAP.

CHAP. XII.

Of Sequeſtrations and Executions.

THe Magiſtrates, conſidering that abuſes may be committed many ways by Attachments, do commonly uſe Sequeſtration of goods by delivering them into the hands of a third perſon, or taking of them into their own cuſtody or power; for by theſe means alſo are many Attachments prevented, which men would do, if the diſpoſing of the goods or debts did come into their own power: Wherein they have a care not to feed the humour of contentious perſons, which is meerly contrary to the courſe of Trade; which is the cauſe that in the execution of their ſentences, (wherein the life of the Law doth conſiſt) they do proceed *gradatim*, and if any ſuch Sequeſtration is made unjuſtly, or without cauſe, the Civil Law, as alſo the Office of Prior or Conſuls, hereafter declared, will give good coſts and damages.

Execution is the life of the Law.

In the proceeding of the ſaid Magiſtrates there are many perſuaſive means uſed by them in the behalf of the Debtor with the Creditor, to bring him to a compoſition; if not then ſome Officers are ſent to the parties houſe to keep him as it were a priſoner; to whom he muſt give Meat, Drink, Lodging, and a dayly Fee, according to the Judges appointment, and as the matter may be of moment, to the end that by this pecuniary puniſhment he may cauſe him to pay or ſatisfie the Creditor, which is aggravated by ſending two Officers at the firſt, then two more, and ſo 6 or 8 of them, to Eat him out of houſe and home; for theſe men will gnaw him to the very bones, and are therefore called Clyvers or Devourers. But if the Debtor will not endure this, but go wilfully to Priſon, then the Creditor muſt find the Debtor maintenance at the diſcretion of the Judge, who may if he will preſently put him to Bread and Water, which is ſeldome or never done: but when it is known that the party hath means, and will not ſatisfie his Creditor, who after the Impriſonment of the perſon cannot come upon the goods again, according to the Common Laws of the Realm, then he is to be kept in *Arcta Cuſtodia*, with Bread and Water for a time, according to the diſcretion of the Judge. But if the Debtor be ſo poor, and notwithſtanding hath ſuch a cruel adverſary that will make Dice of his bones, that is to ſay, to have his Debtor die in Priſon, and to hang up a bale of Dice for him in the Crown Office, as is done by the Officer in place, or the Goaler; then hath the Law beyond the Seas provided ſome relief for this poor man: For the Cuſtom is in *Germany*, *France*, *Italy*, *Spain*, and the *Low-countries*, That no man is impriſoned for Debt above a year and a day, in which time the Creditors have power to take, ſeiſe, and ſell all the Eſtate of the Debtor; which being done, or before, the Woman in moſt places may claim her Dower for her relief and children, and the reſt is divided amongſt the Creditors as far as it will go, and ſo the Debtor is freed from thoſe Debts for ever: For by the Civil Law, *Qui vult cedere bonis liberatus eſt a debito*, If the Debtor do relinquiſh his Eſtate to the Creditor, he is free from the Debts, and all goods falling to him afterwards are his own. But this man is ever after diſabled to come to any preferment, and ſuch a Creditor as is the cauſe of it will be hated and accounted worſe than a Jew or a Pagan: For the manner of *Cederis bonis*, or to make ceſſion of goods, is very heinous and of wonderful diſgrace; ſo that moſt men will rather die in miſery than come unto it, becauſe it hapneth not once in 20 years: Yet is it far inferiour to the puniſhment of the Pillory, or the ſtriking over the

Conſiderable Executions.

The manner of *Cedere bonis*.

the leg uſed in *Ruſſia* at the Creditors inſtance, whereby the Debtor is ſet at liberty, and the Debt paid. The party cometh before the Town-houſe, and ſtandeth upon a ſtone in the view of all the people, and unlooſing his girdle, he deſires them, and all the world, to take notice, that he hath nothing left him to pay his Creditors, and ſo renounceth all, what may be found to be his, or what any manner of ways he might pretend: And in token thereof he may not wear his girdle any more, nor be imployed in any buſineſs as a living man; yet afterwards by ſome compoſition to be made with the Creditors, he may be reſtored by a declaration to be made by ſome Officer upon the ſaid ſtone, and then he is permitted to wear his girdle again.

In the ſaid Countries, no Gentleman or man of Quality, may be Impriſoned at all for Debts, his Eſtate only is lyable thereunto, and yet with reſervation of ſuch neceſſary things, as Honeſty, Honour, Humanity, and Chriſtianity doth challenge: Namely, the Souldiers Perſon, his Arms, his Apparel, Bed, and Chamber conveniently and neceſſarily furniſhed, which may not be taken for Debt: And the like reſervation is made to every other man of quality, ſo that Impriſonment of mens bodies for debt (according to the common practice of *England*) is a greater burden and bondage, than is to be found in any other Chriſtian or Heathen country.

And foraſmuch as the miſchief and inconveniences, ariſing to the King and Common-wealth, by the Impriſoning of mens bodies for Debt, have bin propounded heretofore in Parliament, by a Printed Remonſtrance which (like unto a Pamphlet) may be loſt, whereby good matters are oftentimes put in oblivion, I have thought convenient to make an abſtract thereof, in the manner, as the ſaid reaſons are laid down, to be inſerted in this Book, in hope of ſome relief unto decayed Merchants, whoſe Eſtates may remain lyable to anſwer their Creditors, without Impriſoning of their bodies, againſt the Law of God, the Law of man, the Rule of Juſtice, the Law of Conſcience and Chriſtian Charity, and againſt the Practice of other Countries, as aforeſaid, and finally againſt the Creditors own profit.

Againſt the Law of God.

The Law of God willeth and commandeth every man to follow a Vocation, to do the honour, duties, and ſervices, owing to his Prince, and Country, and Parents, and to maintain his Wife, Children and Family, and to inſtruct them in the fear of God; ſo that whatſoever, directly or indirectly, forbiddeth the ſaid Chriſtian duties in the performing thereof (by an Impriſonment) is againſt the Law of God, whereupon all humane Laws ought to be grounded. No Law of God willeth or commandeth Impriſonment of mens bodies for debt, nor is it warranted by any example in the Word of God, and the efficient means bringing men into priſon, as Uſury is, appeareth plainly to be forbidden by the Word of God, as hath been noted out of the old Law, neither hath the Law of the Goſpel a word of command or warrant for Impriſoning a Chriſtian brother for debt, but rather containeth a command to relieve him if he be fallen into decay, to take care how and wherein he ſhall ſleep, to ſet him free at ſix years end, and then to reward him.

Exod. 22. 26.
Deut. 23. 19.
Levit. 25. 35.
Ezech. 18. 8.
Jer. 34. 14.

Againſt the Law of man.

By the Law of man it was not ſo, *Ab initio*: For by the Common Laws of *England*, which are the moſt ancient, moſt eminent, and moſt binding Laws, no man may be taken or Impriſoned for debt, but the creditor was to take ſatisfaction upon the debitors Eſtate of goods and lands, according to *Mag. Char.* 3. *H.* 3. and 14. *E.* 3. although after accountants only were to be impriſoned until they paid, which was made general againſt all debtors by the Statute of the 25. *E.* 3. *cap*, 17. yet priſoners in Execution, might and did follow their vocation and affairs, by Bail, Mainpriſe or Baſton, as by the Statute of 1 *R.* 2. *cap.* 12. and from that time forwards, were priſoners tied up ſhorter to the Writ of *Habeas Corp.* or the Kings ſpecial mandate, upon ſurmiſes, that the ſaid debtors made ſecret Eſtates in truſt to defraud their creditors, or were wilful and obſtinate to pay them, being able. To anſwer theſe objections, it is unjuſt to puniſh all promiſcuouſly, as well frauders, as non frauders, without and before any proof made, yet if the fraud were proved, or his ability and ſufficiency either, there is no cauſe to impriſon his body, becauſe the law doth give the Eſtate forthwith to the creditor, whether the debtor will or no: So it is ſtill needleſs to impriſon the body, for 20 years Im-

Habeas Corpus.

priſonment

priſonment diſcounteth never a Penny of the Debt, and yet the Debtor hath ſuffered more miſery and puniſhment than a Guilty Traitor or Rebel ſuffereth for the higheſt Offence.

It is againſt the rule of Juſtice and Law of Nature, that men equally Free-Born ſhould be deprived of the common and equal liberty, and be given into the Power of another without Criminal cauſe or Guilt. Againſt the rule of Juſtice.

The Debtor is either Puniſhed for Guilt, or Coerſion: If for Guilt, it is againſt the rule of Juſtice, for to be found a Debtor in the Law is no Criminal Guilt, and therefore unjuſt to puniſh him Criminally: If for Coerſion, to make the Debtor bring forth his Eſtate to the payment of the Debt, it is alſo againſt the rule of Juſtice to inforce a man by puniſhment to do that which appeareth not to be in his Power, or whereof the Law is already certified that there is not wherewithal to do, according to the purport of the *Capias* granted againſt the Body by the Common-Law.

It is alſo againſt the rule of Juſtice, to thruſt all kind of Debtors into a Priſon together in a heap, without reſpect to the different Qualities of men, to more or leſs Guilt, of fraud or obſtinacy, or whether it be an Honeſt or an Uſurious Debt, to more or leſs means of the Debtor, whereby he muſt live or ſtarve in Priſon; or to the holding him one or twenty years in Priſon; for ſome are great Debts for Thouſands, ſome are ſmall for Triſles, ſome are ſuppoſed Debts not yet proved, and in truth ſome are no Debts. But for certain all, or nine in ten, are uſurious Debts and Forfeitures, ſcarce one honeſt Debt of an hundred, but all by unlawful gain upon corrupt and deſperate adventures. *Plutarch* in *Solons* life.

But it will be ſaid, that Impriſonment is no puniſhment, for priſoners live at eaſe and pleaſure, *&c.* according to the received opinion: But the miſeries and afflictions of Impriſonment are inexplicable and cannot be conceived by any that have not felt or had proof thereof.

The Ancient Romans Conſtrued and reputed Impriſonment to be a guard or ſafe keeping of Slaves and Bondmen, but a heavy puniſhment to Free-born-men: And it is recorded, That the Prophet *Michah* was ſent to Priſon, to be fed with the Bread of Affliction.

For Impriſonment is a corporal puniſhment, a grief and torture of the mind, a long and lingering dying, and ſometimes a ſhort Killing by Plague, *&c.* it overthroweth a mans reputation, and deſtroyeth all that is good and dear unto him; his Kindred grow ſtrange, his Friends forſake him, his Wife and Children ſuffer with him, or leave him, or rebel or degenerate againſt him, and lie open to all Diſgrace and Villany of the World; in whoſe miſeries the Priſoner ſuffers more than in his own ſufferings. A deſcription of Impriſonment.

Before him is the ſight of all theſe miſeries and evils, and which is not the leaſt, he lies open to every arrow of Scandal or Calumny that a malicious Adverſary will ſhoot at him, which he can neither reſiſt nor avoid, becauſe he is abſent to confront them: Behind him grief for loſs of Liberty, Credit, Friends, Eſtate, and all good Fortunes: His Bail and Sureties (who commonly are his neareſt Kin or deareſt Friends) lie in the power of his Adverſary, or already Impriſoned. To ſay nothing of ill Air, ſtrait place, hard lodging, unwholeſome dyet, with the noiſe, noiſomeneſs, peſtering and fettering the body of the Priſoner, as the leaſt of many evils.

Let this be weighed in the ballance of Conſcience and Chriſtian Charity, and you ſhall find that theſe proceedings cannot ſubſiſt, for they are againſt the Law of God, and not warranted by Scripture. But to induce divers neceſſary conſequences for proof hereof, we are to conſider how many ways any man may guiltleſly and innocently fall by the Law, be convict of Debt or Damages, and caſt into Priſon thereupon, *viz.* Againſt Conſcience and Charity. Guiltleſly and innocently.

By Miſpriſion or ignorance of himſelf or his Atturney; in pleading of the cauſe by careleſs or unskilful Councellors, eſpecially when falſe things are cunningly laid, or true things uncertainly laid.

By the neceſſity of the Defendant, wanting means to pay his Atturney or Council, and by combination of the Adverſary with the Defendants Atturney, Solicitor or Councellor, or with the Witneſſes or Jurors, for love, malice, or ends of their own.

By Perjury of Witneſſes, in concealing, perverting, and miſapplying truth, or depoſing

ſing untruth, and by ſubornation of Witneſſes, Jurors, or Officers, in the impanelling of Jurors, and Corruption of the Judge.

By Caſualties. A man may likewiſe be diſabled and become inſolvent by as many Caſualties and Acts of honeſt and good intentions, and conſequently become a Debtor, and be caſt into Priſon thereupon; as by Suretiſhip, Bail, or Security, for Kinſmen, Friends, or others; likewiſe by *Loan* unto them who pay not again: Alſo by falſhood of Friends, Servants, and others put in truſt with Moneys, Evidences, Office, Trade, and Lands. Again, by moving a juſt Suit in Law, whose might, practiſe, or falſhood overbeareth him, or many years Suit conſumeth him.

Alſo by Fire, Water, Shipwrack, and ſuch like ſudden and unreſiſtable accidents at Sea or Land, by Robbery of Thieves and Pirats.

By unprofitable buyings and ſellings of Lands, Leaſes, Merchandiſes, &c.

By Arreſt, Seiſures, Sureties, or pretence and detriment of foreign Princes.

By ſudden loſs of Friends or Maſters, on whoſe favour any mans Eſtate dependeth.

Alſo by errors in making or keeping reckonings and accounts, or by loſing or not calling for Acquittances, Bills, Bonds, Releaſes or Ingagements and Aſſurances, for Warranties, Annuities, Dowers, Jointures, Legacies, and ſuch like.

By Uſurers and Uſury, eating up a mans Eſtate by Intereſt and Forfeitures, and by a multitude of other means, whereby no man is ſecured but may become a Debtor and Inſolvent.

Summum jus. And this Law taketh no conſideration, or admits no information hereof, but in *Summo jure* giveth the whole forfeiture, without any conſcionable reſpect, and the after proceedings are ſuteable; for after judgment, though the Debtor by his Goods diſcharge 99*lb* of 100*lb* principal, yet the body is ſubject to be impriſoned till he pay the whole forfeiture of 200*lb*: And the words of the Statute are, That if he have no Goods nor Chattels, nor enough to ſatisfie the whole, his body ſhall be impriſoned for the reſt till he make payment or agreement. *Marlebridge cap.* 23. *An.* 52. *H.* 3. &c.

So every way it is in the abſolute will and power of the Creditor to caſt the Debtors body into Priſon; when in all Conſcience and Equity, if he have no means to pay, he ought to be let out of Priſon, or not to be impriſoned at all, becauſe the Debtors Body can give no ſatisfaction to the Creditor, being in it ſelf conſidered.

Means to pay, and yet cannot. Some Priſoners have means and are willing, but cannot pay, either becauſe the preſent power of their Eſtates is not in them, or in regard of the time, that they cannot ſell or receive payment, or in regard of the worth, for ſcarce any will buy a Priſoners Lands, Leaſe, or Goods, at half the worth: Or in regard of others intereſſed, without whoſe conſent he cannot diſpoſe thereof; or the Eſtate is intangled with Dowers, Jointures, Warranties, Aſſurances, Statutes, &c. Some have not means ſufficient to pay all, and ſome have no means at all, and are kept in Priſon becauſe they have rich Friends, who for their ſakes live and die miſerably in Priſon.

Some have means and will not pay, of fraud and obſtinacy; but of theſe there is hardly found one of a hundred: For if that were ſo, the Creditor (who ſearcheth the very reins of the Debtor, and his Eſtate) will rather ſeiſe and recover the Priſoners Eſtate, than caſt him into Priſon, where if he die he loſeth all.

Now if an honeſt man may innocently fall in the Law by ſuch a multitude of accidents, practiſes, and errors of others, and by doing juſt and friendly Offices to others, and may fail alſo in his Eſtate, and become inſolvent by ſo many ways, caſually and cauſeleſly in himſelf, and by the fault and errors of others, and cannot be a criminal Debtor but one way, which is by fraud and obſtinacy only (of which ſcarſe one example is to be found in a hundred) how can it ſtand with any Charity or Conſcience to neglect and paſs by ſo many circumſtances, and to fall upon the Debtor with ſuch cruelty, by laying ſuch a heap of miſeries upon him, his Wife, Children, and reputation at once, as Impriſonment bringeth?

Recovery only againſt the Eſtate. It is true, that the Ancient Common-Laws of *England* are very ſtrict in this point of maintaining pacts and contracts, but the contracts of thoſe times were ſimple, honeſt, and legal, and the recovery was againſt the Eſtate only; for there were no penal

Bonds

Bonds known, nor Uſury practiſed by Chriſtians when thoſe Laws were made; but all our Contracts and Bonds, or the greateſt part are corrupted with Uſury and forfeitures, which are extortion in a high degree: And to force men to perform ſuch with the loſs of their Eſtates, Credit, Liberty, and many times of life too, is moſt inequitable.

Eſpecially ſeeing the Law provides every Creditor his full damage, without help of a penal Bond, which ſheweth that all forfeitures are needleſs, and they are unjuſt alſo, for they make the Uſurer Judge of his own damage, which of right belongeth to the judgment of the Law. The penalty of Bonds unjuſt.

But it will be ſaid, that the Chancery doth mitigate the hardneſs and rigor of the Law in Uſuries for forfeitures, and that wrong judgments may be reverſed by Attaint, Errors, *Audita querela*, &c.

The anſwer is, That the remedy is worſe than the diſeaſe; for all courſes of relief by Law in Chancery, are hard, tedious, uncertain, long, and extream chargeable; and it is a lamentable caſe, that when the Debtor is unjuſtly or unconſcionably caſt in the Law, ſtript of his Eſtate, his Body impriſoned, his liberty tied up, his credit deſtroyed, and his Friends baniſhed; then to ſend him ſo diſabled, to ſeek remedy by new Suits in Chancery, which are chargeable above meaſure: And with the ſame extremity doth the Statute of *Bankrupts* deal with the poor Debtor, as heretofore hath been declared.

That Priſoners are compaſſed with a multitude of ineffable miſeries and heavy afflictions, and therefore ſome cannot chuſe to become weak in Faith, ſtaggerd or deſperate, when there is no man to ſpeak a word of comfort in due ſeaſon, appeareth by the miſerable ends of many deſperate perſons, whereby one with ſhame and diſtemper loſeth his ſenſe and dies, another for want and poverty periſhed; one with fear and grief breaks his heart outright, anothers heart that cannot break, the Divel is ready to teach him deſperately how to make away: One uncharitably flies from his keeper, another deſperately adventures his life to break Priſon, and finally many are careleſs and given to all vices. For Faith is rightly compared to a Lamp, which muſt have Oyl continually to maintain its light, or otherwiſe is ſoon extinguiſhed. So doth God's Word maintain faith by continual preaching, whereof Priſoners are deſtitute for moſt part. Faith compared to a Lamp.

Some men will excuſe the unconſcionableneſs of the Law, alledging that in ſeiſing the debtors body and goods, and giving way to uſuries, forfeitures, and corrupt bargains, the Law doth no more than the Debtor himſelf hath contracted under his hand and ſeal: and *Volenti non fit injuria.* Whereunto it is anſwered, *Objection.*

1. Firſt, That the guilt of the Law cannot be ſo waſhed off, for in debts where there is no contract under the Debtors hand and ſeal, the Law gives the Debtors Goods, and his Body into Priſon at the Creditors will. *Anſwer.*

2. That the Debtor is not *Volens*, for it is againſt every Debtors will to pay Uſury or Forfeiture; but he is preſſed thereto by his own neceſſity on the one ſide, and by the Creditors uncharitable will on the other, who will not lend but for Uſury and Forfeiture.

3. The common ſaying, *Volenti non fit injuria*, is a falſe poſition, elſe is it lawful to kill a man that is willing to die, which is abſurd; for the will or conſent of the Party to an act that is in it ſelf unjuſt, cannot make the act juſt, nor juſtifie the actor.

It is alſo objected, That if mens Bodies may not be impriſoned, how ſhall they recover their Debts?

Anſwer. Upon the Debtors Eſtate only, as this Kingdom did heretofore, and other Kingdoms do now, and therefore let the Creditor ground his truſt thereupon, and truſt thereupon, and truſt no further than the Creditors eſtate, for thence only can he have true ſatisfaction. It is replied, That there will be no more Credit given if mens Bodies may not be impriſoned, and conſequently Trade and Commerce will decay. *Anſ.* Honeſt Trade, Honeſt Contracts, and Honeſt Truſt will notwithſtanding be as plentiful; for while there is the ſame uſe, neceſſity, and profit by Commerce, there muſt needs be the ſame effect. True it is, That Uſurious Contracts will be more relatively made to every mans Eſtate, Credit and Honeſty, as they did in the times of the Old Law and of the Goſpel, and yet do in Politick Governments. Againſt the Creditors own profit.

It is againſt the Creditors own profit, for all means of ſatisfaction muſt ariſe either

out of the Debtors Credit, out of his labour and induſtry, out of the will of his Friends, or out of his own Eſtate; and all things that deprive or diſable the Debtor in any of theſe, do weaken and leſſen his means, and conſequently tend to the Debtors prejudice and diſadvantage. Herein it is not needful to rehearſe all the former miſeries decreaſing the Debtors Eſtate: For daily experience proveth, that many Creditors have offered at firſt to pay the principal Debt, or half, before they were caſt in Priſon, which afterward by more troubles and charges coming upon them, were diſabled to pay any thing: How prepoſterous and abſurd is it then to caſt the Debtors Body into Priſon, where his Eſtate is waſted, his Credit ſpoiled, his Fortunes and Vertues loſt, his Body afflicted, his Life conſumed and murdred, and whereby the Creditor bars himſelf from all remedy againſt his Eſtate for ever?

The conſideration whereof makes the Debtor to retain in his hands what he can, to maintain Himſelf, his Wife and Children, and to keep them from periſhing, which maketh alſo againſt the Creditors profit.

To the prejudice of the King and Commonwealth.

The Body of every Subject belongeth to the King, and every Subject is a Member or ſingle part of the Body of the Commonwealth, ſo that to take this Body and caſt the ſame into Priſon for Debt, where he muſt lie rotting idlely and unprofitably all the days of his life, and die miſerably, is no other than to rob the King and Commonwealth of their limbs and members, and conſequently of the ſervices and endeavors of a great number of Subjects yearly, of all degrees and profeſſions, to do ſervice to the King and Commonwealth; which number of Priſoners exceeds all the Priſoners in other places.

It is therefore in Chriſtian Charity wiſhed, and in all Godly Policy deſired, that the Bodies and indeavors of all Debtors may be free from Impriſonment, and the Creditors recovery be made againſt the Debtors Lands and Goods, according to the Ancient fundamental Laws of this Kingdom, being moſt conſonant to the Law of God, to Chriſtian Charity, to the rule of Juſtice, and to Godly Policy, as aforeſaid: And that *Interim*, the relief of Priſoners may be permitted, which the late Queen *Elizabeth* granted, *Anno* 28 of Her reign, for Her and Her Succeſſors, by a large Commiſſion recorded in the high Court of Chancery; the exemplification whereof was by all Priſoners for Debt humbly deſired.

Many other reaſons are alledged in the ſaid remonſtrance invective, againſt Uſury and Uſurors, which I have omitted; and hereunto let us add certain obſervations in general concerning Executions.

The Law is ſaid to be a mute Magiſtrate; but the Magiſtrates are a living Law.

THe ſtrength of the Law is commanding, and the ſtrength of commanding is in the conſtraining or executing of the Law, which belongs to Judges and Magiſtrates. The conſideration hereof did produce a diverſity of opinion, whether Judges or Magiſtrates ought to be for a time or for term of life, the often changing of them being according to the cuſtom of the *Romans*, who did inſtigate men to accuſe thoſe that had not diſcharged the place of their Office duly, whereby wickedneſs was not only puniſhed, but alſo every man through emulation did endeavor himſelf to follow vertue, and to diſcharge the place of his calling. Beſides, whereas vertue in all Commonweals is the principal point whereat men aim, and whereto the Law doth bind them; ſo the diſtribution of Offices is a reward of vertue, which cannot be done to many, when they are given in perpetuity to ſome few, which many times hath been the cauſe of Sedition, by the inequal diſtribution of rewards and puniſhments in ſome Commonweals. True it is, that there are many inconveniences if the Officers be but for one year or a ſhort time, to the hinderance of the publick good; for they muſt leave their place before they know the duty of it, and commonly unto one that is but a novice in the place, whereby the affairs of the Commonwealth fall into the Government of ſuch as are incapable thereof, and without experience. And if they be fit for the place, their time is ſo ſhort that it vaniſheth away in feaſts and pleaſures, and matters either publick or private do remain undecided, and every thing protracted without due

Cuſtoms of the *Romans* about the Execution of Laws.

Inconveniences of yearly Officers.

due administration of Justice; besides, how is it in common sense and reason possible, that he should command with the effectual power of a Magistrate, that within a little while is as it were a cipher, without power or authority? What subject will yield him due respect and reverence? Whereas on the contrary, if his Office be perpetual, and his Estate assured, he is resolved boldly to resist the Wicked, to defend the good, to revenge the injuries of the oppressed, and even to withstand Tyrants, who many times have been astonisht to see the constancy of the Judges and Magistrats in the Execution of Justice according to Law: And herein is the Common-Law excellent, because the Judges and Magistrates are authorised accordingly for term of life, as the dignity of the place requires, and are also chosen with great solemnity, in regard of their Integrity, Knowledge, and Experience in the Laws, whereof they are the Ornaments: Whereas to call the yearly Judges in question after their time expired, is a derogation and dishonor to the Laws in other Countries.

Commodities had by Judges permanent.

The Sheriffs and many other Officers which put in every County the Writs, Commandments, and Judgments of the Courts in Execution, are removed every year, and the same being expired, they may be called to account to answer to any misdemeanors by them committed during their Office, by the ordinary course of the Law, which maketh them vigilant and circumspect in the Execution of the places they supply, either Personally, or by Deputies, for whose offence they must answer.

Subaltern Officers annual.

This authority and severity of the Judges, therefore doth prevent many mischiefs, putting a fear in their Hearts of the offenders of the Law by the rigor thereof, which in criminal cases is called by some cruelty. But the merciful Judge is more to be blamed in these cases than the severe, because severity makes men obedient to the Laws, whereas too much lenity causeth contempt both of Laws and Magistrates. Nevertheless, as there is in all Commonweals two principal points, which the Magistrates are to consider, namely Law and Equity, so the Execution of Law is to be considered by the Magistrate, who sometimes being too severe, may do more hurt to the Commonwealth than good; seeing the intention of those that made the Law was to provide for the good of the Commonwealth, *Salus populi suprema lex esto.*

Laws intention is the common good.

This may be said especially in regard of the Statute Laws, whereof we have example of *Empson* and *Dudley*, fresh in memory, who being Privy Counsellors to *Hen.* 7. caused the penal Laws to be strictly Executed against his Subjects, whereby the King gathered much Treasure, with the loss of the love of his Subjects, which much displeased him, as the Chronicles of this Realm have recorded. Because there is nothing so effectual to cause the Prince to be called a Tyrant, as this course of strict Execution of Laws, which hath affinity with the saying of *Nicolas Machiavel*, sometime Secretary to the great Duke of *Toscany*, touching the condition in men in general: *It is miserable that we cannot do all things; more miserable to do that we would do; and most miserable to do that which we can do.*

The saying of *Machiavel.*

Informers nevertheless are necessary members in a Commonwealth, for maintenance of Laws, which otherwise would be fruitless, or made as it is said by some, *propter terrorem*; for prevention whereof it is very commendable to preserve this life of the Law, consisting in Execution, which was the cause that Commissioners have been heretofore appointed to retain men in their Duties; as the Nomophilates in *Greece*, the Censors among the *Romans*, the Ephores at *Lacedemon*, the Areopagites at *Athens*, the Visitors in *Spain*, and the Commissioners of *Troyle*, the Baston in the time of *Edw.* 1. For all human actions are so flexible to evil, that they had need have a continual remembrancer to vertue, for the conservation of the publick good.

Commissioners to retain Officers in their duties.

If we will make a comparison between the Execution of criminal causes and civil, we shall in a manner find the same to be all one effectually, for the general manner of death imposed by the Law is Hanging, where in other Countries they have divers manner of Executions, according as the fact is heinous. Murder, being a great offence, hath in all ages been punished with death; but Stealing of Goods was always taken to be much inferior, because the Law of God did not punish the same by Death, as is now used; and yet Death by sudden Execution, is better than a lingring Death by Famine, Imprisonment, and other adversities before remembred.

Juſtice and mercy in God are not contraries.

The effect of the Kings Prerogative Royal (to be merciful even when Law hath had her full courſe) is to be ſeen rather in cauſes Civil than Criminal, and that in the relief of poor diſtreſſed Priſoners and others; ſeeing the mercy of God (whoſe Lievtenants they are on Earth) is above all his Works: Which maketh me to remember an error of the common People, who think the juſtice and mercy of God to be contraries; for if they were they could not be in God, becauſe the God-head being but one, and always like it ſelf, cannot admit contraries, and contraries they cannot be, being both vertues, whereas no vertue is contrary to vertue, but only oppoſite to vice. So that (reſpecting the Kings Prerogative in Criminal Cauſes, when the Law hath determined death or puniſhment by perpetual impriſonment or baniſhment) the King, imitating Gods mercy, doth reſtore life, freedom, and liberty, much more may the King do the ſame in Civil Cauſes, when the Law commandeth impriſonment until ſatisfaction be made of the judgment, give liberty and prolongation of time, as having an intereſt in the perſons of his Subjects, as we have obſerved. I have herein been the more ample becauſe it concerneth the life of many honeſt men, &c.

CHAP. XIII.

Of the Denization and Naturallization of Merchants.

THE manner to make Merchant-Strangers, Artificers, or Handy-craftsmen, to be Denizons or naturalliſed, was in times paſt without any difference; and they did enjoy the like liberty and priviledges, and were moſt commonly made by his Majeſties Letters Patents under the great Seal of *England*, by his Highneſſes Prerogative Royal, whereby they did enjoy all the freedom and immunities that natural Subjects do enjoy, and were ſo reputed and taken by the Laws of the Realm, upon their Oath made in Chancery, of their Allegance to the King and to the Commonwealth. But the ſame was afterwards called in queſtion, upon the miſdemeanors of ſome forgetful perſons, and then Denizons were made to pay Cuſtoms to the King as Strangers, howbeit they might buy Leaſes and Houſes as Engliſh born Subjects, and their Children here born ſhould be free, and pay but Engliſh Cuſtom for Goods imported and exported, and may become freemen of *London*, and buy Cloth in *Blackwel-hall*, and all other Markets whatſoever, and Tranſport the ſame where it pleaſed them, albeit that the Merchants Adventurers have infringed the ſame. Nevertheleſs (ſome priviledge, to pay Engliſh Cuſtom, being granted to ſome particular Merchants, by the Princes Prerogatives, by Letters Patents under the great Seal) it came to paſs that theſe were named naturalliſed, which might be placed in Offices, as Juſtices of the Peace and *Quorum*, High-Sheriffs of Counties, and other places of dignity, and came to be made Knights and Baronets, and ſome of them, buying Lands and Leaſes, made great purchaſes, married their Daughters to divers Gentlemen and others did alſo ſell Lands again, and bought other Lands; which buying and ſelling of Land did require ſome aſſurances to be made, and therein ſome Lawyers were of opinion, that by the Law the ſaid aſſurances were not of ſufficient validity without an Act of Parliament, and then the Acts of Naturallization were made: But the making of Denizons was always continued by the Kings Letters Patents only, and they are not ſubject to the Statute Employment, albeit they pay Strangers Cuſtoms, and divers other charges, which the native Subjects do not pay, of which Merchants are to take notice.

Naturalliſed diſtinguiſhed.

Denizens not ſubject to the Statute of imployment.

No ſtranger, which is a mechanical perſon, is much inclined to be a natural Subject by Act of Parliament, becauſe of the charge of it, which might be about 30*li*, albeit four

four or five persons may join toghether by Petition to the Parliament, and have one Act for them all, the form whereof is commonly as hereafter follows. And here note that a Merchant is in no danger, if he be neither Denizon nor naturalliſed, but may Deal, Traffick and Negotiate at their pleaſure, but he may take no Leaſes, nor buy Lands.

" IN moſt humble manner beſeech your moſt excellent Majeſty, your Humble and " bedient Orators *J. L.* of *Florence*, your Majeſties Servant *T. M.* &c. *R. B.* and " *M.Q.* That whereas the ſaid *J. L.* the Son of *A. L.* and *L.* his Wife Strangers, were " born at *Florence* in *Italy*, in the parts beyond the Seas: And whereas, &c. And where- " as *M.Q.* being the Son of *M Q.* and *C.* his Wife, born at *Bruges* in *Flanders*, in the parts " beyond the Sea in lawful Matrimony, and hath, the moſt part theſe 20 years, remain- " ed and made his abode in *London*, within your Majeſties Realm of *England*; during " which time he hath demeaned himſelf Faithfully and Dutifully toward your High- " neſs, and your Laws; yet for that both he, and the reſt of your Majeſties Orators, were " born beyond Seas, they cannot take benefit of your Majeſties Laws, Statutes, and " Cuſtoms, or your Highneſs Realm of *England*, as other your Majeſties Subjects born " within this Realm, to their great prejudice, loſs and hindrance: It may therefore pleaſe " your Highneſs, of your moſt Noble and Abundant Grace, that it may be Ordained, " Inacted, and Eſtabliſhed by your Highneſs, the Lords Spiritual and Temporal, and " the Commons of this preſent Parliament Aſſembled, and by the Authority of the " ſame, that your Majeſties moſt Humble Petitioners, *J. L. T. M. R. B.* and *M.Q.* and e- " very of them, ſhall from henceforth be adjudged, reputed, and taken to be your High- " neſs natural Subjects, and as perſons naturally and lawfully born within this your " Majeſties Realm of *England*; and alſo that they and every of them ſhall, and may " from henceforth, be inabled and adjudged able to all intents and conſtructions, to " demand, challenge, ask, have, hold and enjoy Lands, Tenements, Herediments and " Rents, as Heir or Heirs to any of their Anceſtors, by reaſon of any Deſcent, remain, " revert, or come to them, or any of them, by any other lawful convejances or means " whatſoever, or which hereafter ſhall come, &c. as if they and every of them had been " your natural Subjects born; and to hold and enjoy to them, and every of them, jointly " and ſeverally, Lands, Tenements, and Hereditaments or Rents, by way of Purchaſe, " Gift, Grant or otherwiſe, of any perſon or perſons to all conſtructions and purpoſes, as " thô they and every of them had been your Highneſſes natural born Subjects: And alſo " that they and every of them from henceforth may and ſhall be enabled to proſecute, " maintain and avow, juſtifie and defend all manner of Actions, Suits, Plaints, and other " demands whatſoever, as liberally, frankly, fully, lawfully, ſurely, and freely, as if they, " and any of them, had been naturally born within your Majeſties Realm of *England*, " and as any other perſon or perſons naturally born within the ſame, may in any wiſe " lawfully do; any Act, Law, Statute, *proviſo*, Cuſtom, Ordinance, or other thing whatſo- " ever had, made, ordained, or done to the contrary in any wiſe notwihſtanding: " And your Petitioners ſhall dayly Pray for your Royal Majeſty long; in Honor and " moſt ſafety, to reign over us. ●

The manner of proceeding in Parliament.

This Petition, in nature of an Act of Parliament, is delivered to the Speaker of the Parliament, who upon the ſecond reading in the Commons Houſe, procureth the ſame to be referred to certain Committees, before whom the Petitioners do appear, and after examination, if there be no apparent cauſe that might croſs them, the Bill is returned into the Parliament, and read for the third time, as the manner is of all Acts, and then it is caried up to the Higher houſe, and there it is commonly of courſe alſo read 3 times, and ſo allowed, and there it doth remain until the laſt day of the Seſſion of Parliament, and then the Kings Royal aſſent is had thereunto, and there is written on the backſide, or within, theſe words, *Le Roy le veult*: And if it be an Act which the King will not paſs, the Clerk of the Parliament writeth, *Le Roy S'adviſera*, which is a clean and abſolute refuſal, and all which was done is void, and cannot be revived in another Parliament, without they begin all from the beginning again. So much for *England*.

In *France* all Strangers, that are not born within the Kingdom, and reſide and dwell in the

Aubeine in *France.*

the ſame, are ſubject to the right of *Aubeine*, ſo called, *Tanquàm, alibi nati*; for after their death (if they be not naturallized) the King doth ſeiſe upon all their Goods they have in *France*, and appropriateth the ſame to his Exchequer or finances; without that the ſaid Strangers can diſpoſe thereof by Teſtament or Will, or that their lawful Heirs can claim the ſame, howbeit they may give them, and diſpoſe thereof while they live, by contracts made between them. A Stranger alſo not dwelling within the Realm, yet having gotten Wealth or Means within the ſame, may diſpoſe of it unto his Heirs and others, although they were Strangers. Alſo if a Stranger travelling through the Kingdom of *France*, ſhould chance to die, his Heirs ſhall enjoy the Goods which he left at the time of his deceaſe in *France*.

But when a Stranger taketh Letters of naturallization, then may he get Wealth and Poſſeſſions within the Realm, lawfully and freely: Which Letters of naturallization muſt be Recorded in the Chamber of Accounts, upon pain of a penalty paid to the King, and his lawful Heirs ſhall enjoy the ſaid Poſſeſſions and Goods; ſo as he be nature of the Realm, or any other to whom the ſame be given by Will or Teſtament, ſo as he alſo be naturalized at aforeſaid.

But *Monſieur Papon* the Civilian ſaith, That it is not ſufficient for one to enjoy the ſame, to be born within the Realm, but it muſt be alſo a Woman taken in Marriage within the Realm: And hereupon alledgeth an Arreſt or Sentence of the Parliament of *Paris*, whereby a Coſin of a Stranger deceaſed was prefer'd before the Siſter, as being born in the Realm, and dwelling in the ſame, and the Siſter did not dwell within the Realm, albeit ſhe cauſed her ſelf to be naturallized after the deceaſe of her Brother, whereof the Court had no regard, becauſe the Goods by Succeſſion were gotten before, which could not be made void by the Kings Letters Patents. *Monſieur Banquet* is of opinion, That a French man being departed the Kingdom, to dwell in another Country, his Goods preſent and to come do appertain unto the King, and cannot diſpoſe thereof by Will or Teſtament, as it hath been proved by divers decrees of Parliament. The King is Lord of all vacant Goods, and therefore Wives and Children are to take Letters of naturallization to purchaſe their quietneſs. And if any Stranger born and naturallzied, ſhould be out of the Kingdom ſome 8 or 10 years upon ſpecial occaſion or otherwiſe, he muſt take at his return new Letters of naturallization, or confirm the former by ſome approbation.

An obſervable conſideration.

And herein note a ſpecial point as a matter of Record, That thoſe of *Flanders*, *Millain*, and the French County of *Savoy* are not bound to take Letters of naturallization to dwell in this Kingdom, becauſe the French Kings pretend that the ſaid Countries are theirs, and were never alienated by their conſent, but are Countries which at all times have belonged to the Crown of *France*, who doth acknowledge the Subjects to be true and Loyal Frenchmen. But it is requiſit if they come to dwell within the Realm, that they take Letters of naturallization, to the end the Officers do not moleſt them.

By the premiſſes we ſee, that the naturallization in *France* is far more compulſary for Merchants than in *England*; howbeit that in both Kingdoms, if a Stranger naturallized (after many years that he hath inhabited the ſame) be deſirous to return to his native Country, he may ſurrender his Letters Patents, and be diſcharged of his Oath.

CHAP. XIV.

Of the determination of Sea-faring Cauſes.

THUS having hitherto intreated of the Cuſtoms of Merchants, with their adjuncts and accidents, and therein obſerved Time, Number, Weight and Meaſure, as alſo the three Simples and eſſential parts of Traffick, with their effects and properties; let us now conſider of the manner and method of the proceedings

proceedings therein, to ſee by what means they are determined and executed; for in the execution conſiſts the life of all Laws, and the perfecting of mens actions, which aim at ſome certain end: For it hath been well obſerved by ſome, That the actions of a wiſe man and a fool differ in this, That the wiſe have regard to the end in what they undertake, and the fool, without conſideration, permitteth the end to manifeſt it ſelf: whereof ignorant men judge according to the event, although the enterpriſe were never ſo adviſedly taken in hand, and as if the ſucceſs did not depend upon the Divine power, to be guided by his Providence. Differences between the actions of a wiſe man, and a fool.

The determination of all Cauſes and Controverſies, eſpecially of Merchants Affairs, is done and executed as followeth:

1. Concerning Sea-faring Cauſes, which are determined according to the Sea-laws already written, and in the Premiſſes abridged, we ſhall in this Chapter briefly declare the manner of it. Four means to end Controverſies.

2. The ſecond means to end Controverſies, is by Arbitrators choſen and elected by both Parties to end their differences with Brevity and Expedition, to avoid Suits in Law, which unto Merchants are inconvenient.

3. The third mean, is the Authority of Prior and Conſuls of Merchants for the Merchants Courts, according to the priviledges which Princes have granted to them for the advancement of their Traffick, and maintenance of their Cuſtom, whereof moſt Judges are either ignorant, or contented to determine matters accordingly.

4. The fourth and laſt mean to determine queſtions and differences, is by the Civil or Imperial Law, or the Common Law of the Kingdom, or Juriſdiction of the ſeveral Dominions of Princes, according to the fundamental Laws of them; wherein we are eſpecially to obſerve, That the Law-Merchant is predominant and over-ruling, for all Nations do frame and direct their judgments thereafter, giving place to the antiquity of Merchants Cuſtoms, which maketh properly their Law, now by me methodically deſcribed in this Book, which alloweth to every Man and Nation his proper right and due, and hurteth no Man, according to the three general parts of all Laws ſet down by *Caius*, and after him by *Tribonianus*, namely, *Honeſtè vivere, alterum non lædere, & jus ſuum cuique tribuere*, whereof the ſecond trieth and ruleth the two other, whereof more hereafter. Three Precepts of all Laws.

Touching the firſt mean to determine Sea-faring Cauſes, it ſhall not be needful to ſpeak much of the definition of an Admiral at the Seas, called by the Romans, *Magnus Dux Claſſis*, and *Drungarius magnus*, or *Admiratus*, from *Amiras*, a word uſed by the *Spaniard*, to ſee; or *Adelantado*, as going before the reſt of the Ships; alſo by the Italians, *L'amiraglio*, or Admiral in *French*, becauſe his Calling is known to all. An Admiral.

But let us obſerve, that for the readier obedience to the great Admirals of the Seas, it is agreed by the common conſent of all Nations, that they ſhould have (in regard of their power over the Lives of men) a ſoveraign Juriſdiction only proper to themſelves in all Sea-faring Cauſes and Debates Civil and Criminal, ſo that no other Judge ſhould meddle therewith; and the Judge of the Court being his Deputy, judicially to decide them by the Advocates, and other Aſſiſtants, for the better and juſt proceeding of the ſaid Court. Alſo the Admiral's Clerk is very neceſſary, and herein it hath been thought convenient, that all Proctors or Attornies of that Court ſhould take their Oath before they be heard, that they ſhall do nothing maliciouſly, but ſo ſoon as they find their Action to be unrighteous in any part of the Proceſs, they are to tell it to their Client, and if the Client will inſiſt, then to ſhew it to the Judge: Alſo that they ſhall not reveal the Client's Secrets to the Adverſary. And laſtly, That they ſhall not propound, delay, nor be peremptory againſt their Conſciences; and the like Oath is to be taken of other Officers at their admiſſion. The Admirals Court. Advocates and Proctors, &c. The Proctors Oath.

The Cauſes to be determined in the Admiralty Court do extend very far, and many are otherwiſe decreed or determined, eſpecially by the Merchants Courts, and Offices of Aſſurances, whereas heretofore the Judges of the Admiralty did miniſter Juſtice upon all Complaints, Contracts, Offences, Pleas, Exchanges, Aſſurances, Debts, Accompts, Charter-parties, Covenants, and all other Writings, concerning Lading and Unlading of Cauſes to be determined by the Admiralty.

of Ships, Freights, Hires, Moneys lent upon hazard of the Sea, and all other Sea-faring Buſineſs done on the Sea, or Beyond the Sea, with the acknowledgment of Writs and Appeals from other Judges, Letters of Reprizal or Mart, to arreſt and put in execution, to inquire within and without Liberties, by the Oaths of Twelve men, upon all Offences and Treſpaſſes, and namely,

First, Touching the Revealers of the King and Countrey their Secrets over Sea, eſpecially in time of War.

Againſt Pyrates, their Aſſiſters or Abettors, Out-readers or Receivers.

Againſt Fortifiers of the King's Enemies, and Harmers of Friends.

Againſt the Breakers of the Admiral's Arreſts and Attachments.

Againſt Goods forbidden, and Merchandize not cuſtomed, and yet tranſported.

Againſt the Reſiſters of the Admiral's Officers in executing his Precepts.

Againſt Foreſtallers, Regraters, and Dearthers of Corn and Victuals, *&c.*

Finally, againſt tranſporters of Traytors, Rebels, manifeſt tranſgreſſors, and Fugitives from Juſtice, or Caſters of Ballaſt, Sand, or any other thing in Harbors and Channels, Extortioners by Ships and Boat-wrights, for taking away the Boigh from the Anchor, Cutters of Cables or Tows, Falſe Weights and Meaſures by Sea, ſhedding of other mens blood at Sea, or in any Port, or lamed by miſdemeanor, Cuſtomers and Water-Bailiffs taking more Cuſtom or Anchorage than they ought, for abſenting from muſterings in time of War, for all Tranſgreſſions committed by Sea-men, Ferry-men, Water-men, Fiſhers, Pilots, Shipwrights, Preſt-men, containing the Admiral's authority, and to amerce them for his own Benefit; the Goods of Pyrats, Felons, Capital Offenders, their Receivers, Aſſiſters, attainted, convicted, condemn'd and outlaw'd, Waiſe and Stray-goods, Wreck on the Seas, and Caſt-goods, *Deodando*, that is to ſay the thing, whether Boat or Ship, *&c.* that cauſed the death of a man, or whereby a man did periſh, ſhares, lawful prizes, or goods of the Enemy, or *Lagon*, *Floatſon*, and *Jetſon* before declared, with the Anchorages, Beaconages, Swine, Sturgeon and Whales caſt on ſhore, and all Fiſh of extraordinary greatneſs, called Regal: of all theſe, the Admiral hath authority to deal, correct, and puniſh, according to their deſerts, and the Laws provided for the ſame by Statutes enacted, and all other laws and means before declared.

Beacons to give light on the Seas.

The Regiſters of the Clerk.

The Admiral's Clerk ought to be very skilful and honeſt, and is to have divers Regiſters for Congees, ſafe Conducts, Paſsports, Sea-briefs, without which no Ship in time of War is to paſs, nor yet in far Voyages in time of Peace; another Regiſter for the true knowledge of Captains and Maſters of Ships, and their return; a third Regiſter for the Names of Merchants, Paſſengers, and Owners, which the Maſter ought to deliver up, to have them inrolled, and all Pilots Names (although recorded in the Office called the *Trinity-houſe*) ought to be ſet down and known to the Admiral's Clerk; alſo all mony delivered upon Hazard or Bottomary, called *Fœnus nauticum*, or *pecunia trajectitia*.

The manner of proceeding.

Now the manner of proceeding in Sea-faring Cauſes, is according to the Laws aforeſaid, or the Cuſtoms written; and if the Debate or Cauſe cannot be determined thereby, the laſt refuge is, according to the opinion of skilful and upright men in their own Trading; but all this muſt be done (as the Law ſaith) *Velo levato*, ſo briefly and ſummarily, without the ſolemnity of other ordinary Courts and Judgments, only looking to God and the Truth, and all Complaints to be ended inſtantly, eſpecially Shipwreck, for it were a Cruelty to vex ſo miſerable perſons with tedious proceedings: whereupon in this Caſe, the Judges may proceed to execution upon every Interlocutory, and make reſtitution preſently, upon good caution to be given to ſatisfie the Appellation, if any be made. And herein there is a further priviledge to them; for whereas by the common Rules of the Law, where no litiſconteſtation is paſt, or, as we ſay, Bill and Anſwer depending, no Witneſs ſhould be received, *Niſi ad eternam rei memoriam, ac adverſario ad id citato*, yet in Shipwreck (as a caſe to be commiſerated) any of the Ship-broken men may come to the Judge of that part where the Wreck happens, and by Witneſs brought with him may make proof.

Extraordinary priviledge.

And as this is an extraordinary priviledge, even ſo may Merchants alſo and Maſters ſailing together, bear witneſs each one to other of their Society within the Ship, if they

they have neither to looſe or gain thereby; and eſpecially Mariners for or againſt the Maſter, when the voyage is ended, and they free of his commandment. For by conſent of the Doctors, when truth cannot otherwiſe be tryed, then unable perſons may be heard. And to the end that Trade be not interrupted by vexation of quarrelſome perſons, it is provided, that not only the common caution, *Judicio ſiſti, & judicatum ſolvi*, be kept on the part of the defendant; but alſo that the Plaintiff or purſuer ſhall find caution *de expenſis ſolvendis*, if he fail in proof. Ordinary Privilege.

Likewiſe if the party do not appear to defend himſelf, or his Ship, after three Citations, or four at the moſt, called *quatuor defaltæ*, he is taken for contemptuous. The Judge may ordain the Marſhal or officer to put the Plaintiff in poſſeſſion by his ſentence, or *Primum Decretum*: Provided that if the party appear within the year, and pay the coſts and expences, he ſhall be admitted and heard upon the Propriety: And in like manner, if any attachment be made upon the Ship or goods, it ſhall upon caution given ſummarily be heard and determined; for this Law of Admiralty intendeth nothing but expedition, for the better advancement of Traffique and Commerce.

CHAP. XV.

Of Arbitrators and their Awards.

THe ſecond Mean or rather ordinarie courſe to end the queſtions and controverſies ariſing between Merchants, is by way of Arbitrement, when both parties do make choiſe of honeſt men to end their cauſes, which is voluntary and in their own power, and therefore called *Arbitrium*, or Free will, whence the name Arbitrator is derived: and theſe men (by ſome called good men) give their judgments by Awards, according to equity and conſcience, obſerving the Cuſtome of Merchants, and ought to be void of all partiality more or leſs to the one and to the other; having only care that right may take place according to the truth, and that the difference may be ended with brevity and expedition: Inſomuch that he may not be called an Arbitrator, who to pleaſe his friend maketh delays, and propagateth their differences, but he is rather a diſturber and an enemy to juſtice and truth; wherefore the manner to elect Arbitrators is worthy the obſervation. Some are contented to name four or ſix perſons on either ſide in Writing, and refer the naming or electing of four out of them by reciprocal proceeding, when one named the firſt perſon, another the ſecond, and then again the third, and the other the fourth perſon. Others putting ſeveral names in a paper, are contented that a meer Stranger ſhall upon the backſide of the paper prick their names with a Pin, or that (as they are numbred) the Dice ſhall be caſt upon them accordingly by the number. The manner to chuſe Arbitrators.

Others put their names in ſeveral papers, and cauſe them to be mingled and drawn by way of Lot, by an indifferent perſon; which courſe may be thought allowable, as we have noted in the Chapter of dividing of Commodities by Lots.

Others will do the ſame by nomination of them, and drawing the longeſt or ſhorteſt Straw, or by any other extraordinary means of pointing, numbring, or deſcribing, all tending to one end, to have indifferency, and that partiality may by all means be avoided.

Conſideration muſt be had alſo, whether two, three, or all four ſhall have authority to determine the cauſe, if they can, to be done within a limited time, wherein their Award is to be delivered up, and whether they may name an Umpire or not. All which muſt be declared in the Bond of Compromiſe, unleſs the queſtion be only upon one point Awards are to be given under hands and Seals.

point to be determined, wherein no Bond is needful but by way of *assumpsit*, by delivering a piece of Coin each to other, and thereby binding themselves reciprocally upon the penalty of a sum of Money to stand to the Judgment, it is ended.

And the said penalty or forfeiture by *assumpsit* may be recovered by Law and the Merchants Courts, as well as the forfeitures upon Bonds, if the party do not perform the sentence or award, if the award be lawfully made: to which end Arbitrators are to take notice of the five points following, which by the Law do make void all awards.

Five points to be observed in awards.

1. That the award be given up in writing within the time limited, by the bonds of Compromise made between the parties.

2. That there be limited or appointed by the Award some reciprocal act to be done by each party to other, which the Law requireth to be *Quid pro quo*, albeit never so small.

3. That they make a final end, and do determin upon all the points or differences produced before them by specification or otherwise, if they be required so to do, and authorised thereunto.

4. That they do not award any of the parties to do or perform any unlawful act, or thing prohibited and against the Law.

5. That they do not award any thing whereby any matter, already determined by Decree in Chancery, or Judgment at the Common-Law, or any sentence judicially given in the cause, be infringed or medled withal.

These points ought to be observed for the reasons following. For touching the first, if the Award be not delivered up in Writing under the Arbitrators hands and seals, if the condition of the Bond do so limit the same; then have they no authority to do the same after the time limited unto them by consent of the parties.

The reason of *Quid pro quo.*

For the second point reason requireth, in all human actions, a reciprocal Act from one man to another, by deed of performance, called *Quid pro quo*, although it were a mans Salary for his pains; which in some cases causeth men to Award, that each party shall pay so much to the Scrivener or Notary for Writing the said Award: But this is no collateral act between the parties, neither is it any matter compromitted to the Arbitrators; it is therefore better to Express and Award, That each party shall seal and deliver, either general acquittances each to other, or with some exceptions therein, as the Award will lead them.

The third point is considerable, where the differences are by both parties, or either of them, delivered in Articles in Writing to the Arbitrators; for herein it is not sufficient to say, That the said Arbitrators shall have power and authority to determine all questions, differences, doubts, controversies, matters of accounts, reckonings, or any other usual or general words, from the beginning of the World until the date of the Bond: But they must give their Award upon every particular Article and upon them all.

The fourth point, That the Arbitrators do not Award any thing which is unlawful, is to be understood of things which are evil in themselves, called *Malum in se*, and of things called evil, because they are upon some respects and considerations prohibited, and therefore termed *Malum prohibitum*; as the wearing of Hats at all times, transportation of Corn, eating of Flesh in Lent, and the like, wherein there is a further consideration which requireth a distinction. As for Example, an Arbitrator or many Arbitrators do Award, that a sum of Money shall be paid to such a man during all the time he is unmarried, is good in Law; but to bind the party by Award that he shall not marry, because he should enjoy the Money still, is unlawful, and void by the Law.

A notable good distinction in Law.

The fifth point is of very great consequence, to bind the actions of men to the obedience of the Law, whereunto such reverence is due, that Decrees, Judgments, and Sentences of Judicial Courts of Record are always of an higher nature than Arbitrators Awards. Nevertheless in many doubtful questions the Civilians themselves (after long and Curious debates) do assign them to be determined by Arbitrators having skill and knowledge of the Customs of Merchants, which always do intend expedition. And that is the cause wherefore an Umpire chosen upon Arbitrable matters, hath an absolute authority, to himself given, to end the matter alone, without hearing the

An Umpire hath absolute authority.

Arbitra-

Arbitrators, if he will: For albeit this is not without ſome danger, and that the ending of Arbitrators is to be preferred; yet brevity and expedition of juſtice in Merchants affairs is much regarded, that by all means the ſame ought to be furthered. Hence it proceeded that the Merchants Courts governed by Priors and Conſuls (whereof we intreat in the next Chapter) have authority to reform or confirm the ſentence of Arbitrators, when Merchants will appeal their Arbitrement before them, rather than to go to Law: And with this Proviſo, That the appellation of the ſentence of the ſaid Arbitrators ſhall not be received by the ſaid Prior and Conſuls, before the Arbitrement be performed by the party that doth appeal, conditionally that reſtitution ſhall be made, if there be cauſe, upon the end of the Proceſs. And the ſaid Prior and Conſuls are to note, That no Merchant nor other, being of their Juriſdiction, can tranſport or make over their intereſt to any perſon priviledged, and not ſubject to the ſaid Juriſdiction, be it by Gift, Sale, or Exchange, or by any other means, to the end thereby to avoid their Authority; upon pain that the ſame tranſports and poſſeſſings ſhall be of none effect, and the loſs of their Right and Cauſe. And all Notaries who ſhall receive any ſuch tranſports, ſhall be puniſhed by the ſaid Prior and Conſuls in a Penalty arbitrable: and further ſhall be condemned to pay unto the adverſe Party all his coſts and charges, which he hath ſuſtained by means thereof.

Arbitrators award ſubject to the Prior and Conſuls.

And to the end this Expedition may by all means be furthered, the ſaid Prior and Conſuls may diſtribute and refer Cauſes unto the moſt antient and expert Merchants in the matters in queſtion, to make a true report of the ſtate of the Cauſe, according to the allegations and proof of the Parties, without any Salary to be given to the ſaid Merchants; howbeit in *Italy* ſome reward is given upon the Ricourſe of Merchants.

Reference of Cauſes unto Merchants.

Theſe Merchants are to take the advice of the Advocate, Counſel, and Attorney of the ſaid Prior and Conſuls in matters difficult, the better to diſcern the right of the Cauſe, to make the Report more complete, for the ſooner ending of it according to Reaſon and Right, by the true Affirmations of the Merchants, and not by feigned, ſubtile and crafty Writings, which oftentimes do darken the Truth, under the colour of fair Phraſes declared in them, cauſing protraction and delays.

Marcus Tul. Cicero hath truely ſet down the difference which is between Judges of the Law, and Arbitrators, inclining to the moſt eaſie and leſs chargeable courſe, ſaying, That the one is ſervile, the other is noble; the one is bound to the Law, the other is not; the one doth conſiſt in Fact, the other in Juſtice; the one is proper to the Magiſtrates, the other is reſerved to the Law; the one is written in the Law, the other is without the Law; the one is in the power, and the other is without the power of Magiſtrates: howbeit it is not forbidden but all Juſtices of Peace may compound Differences, and their Authority doth enable them better thereunto. And in this regard it is ſaid, That an Umpire doth repreſent the Lord Chancellor's Authority, becauſe that Commiſſioners report of the Maſters and others of the Chancery, or of Merchants, is the Ground-work whereupon the Lord Chancellor doth deliver his Sentence, and maketh up his Decrees. And the ſaid Commiſſioners have a further authority and power, than Arbitrators; for they may examine Witneſſes upon Oath, upon any thing in queſtion where there wanteth proof; or they may miniſter the ſaid Oath to either party, upon pregnant occaſions to bolt out the truth. The like Authority have the Prior and Conſuls of Merchants; and, moreover, their Authority doth far exceed the power of Commiſſioners: for, as Arbitrators have a determinate power to make an end of Controverſies in general terms, without declaration of particulars, ſo hath the Prior and Conſuls power to do the like; whereas Commiſſioners are to give a reaſon and declaration of their proceedings to the Lord Chancellor. Finally, The Arbitrator's Authority implieth a voluntary Command proceeding from both parties, which the Commiſſioners have not, but the Merchants Court hath.

Differenee between Judges of the Law and Abitrators.

Difference between Commiſſioners and Arbitrators.

CHAP. XVI.

Of the Merchants Courts, or Office of Prior and Conſuls.

THe third Mean to end and determine Merchants queſtions, and controverſies hapning in the courſe of Traffique, is the Courts of Merchants called Prior and Conſuls, or *Il Conſolato*, as the *Italians* have called the ſame. And here we may ſay a Merchant is *in loco proprio*, as the Fiſh in the Water, where he underſtandeth himſelf by the cuſtom of Merchants, according to which they are determined; yet if they do not, as every man is taken to be wiſe in his profeſſion, ſo may he be permitted to underſtand them; the rather when he ſhall truly peruſe and ponder the contents of this book, which in my love to Merchants I have compiled as aforeſaid.

Wherein Prior and Conſuls have no power.

The Civilians having conſidered of this Office of Prior and Conſuls, eſtabliſhed in many places of *France*, *Italy*, and *Germany*, have made divers queſtions of their authority, ſaying they cannot decree any thing contrary to the Law of the land; as that the father ſhall be bound for the ſon, or the ſon for the father, or any thing that is *malum in ſe*, or naturally unjuſt, or againſt the publick good, or that which ſavoureth of a Monopoly: Neither may they forbid any man to go to Law, or order that a work, begun by one, ſhall not be ended by another, without the others conſent: Neither are they to deal, or to determine of any thing but what concerneth Merchandiſing: For other things, as the ſelling of houſes, lands, and the like, do not appertain unto them. True it is, that all matters criminal or offenſive do not belong unto them to deal in, for there the Kings Atturney is a party, and hath intereſt therein, as falſifying of obligations, or Bills of Debt, or other writings, matters of reproach or diſcrediting of perſons, theft, and other evil and unlawful behavior done and committed by their ſaid ſervants, or themſelves, or any other Merchant, Factors, or Intermedlers in cauſes of Merchandiſe, as alſo all others not exerciſing the Trade of Merchandiſe, are forbidden to be dealt with the ſaid Prior and Conſuls: Neither are they to deal with the contracts of Uſury, either feigned or otherwiſe unlawful, nor with the Wills and Teſtaments or Contract of Marriages of any perſons, or with the interchanging of goods by conſent, and all other ſuch like contracts, but only in all Civil cauſes of Merchandiſing. Howbeit theſe queſtionable matters are not of that Moment to be diſcuſſed, conſidering that their authority is declared and confined by the Charters and Priviledges made unto them by Princes and Common-weals, whereunto relation is to be had, and accordingly they are to proceed, having a reſpect to the equity of the cauſe. Hereupon *Benvenuto Starccha* the Civilian maketh a Treatiſe, *Quomodo procedendum ſit in cauſis Mercatorum*, Of the manner to proceed in Merchants affairs; wherein are many univerſal things propounded which are eaſier, but particular things are commonly truer, by his own obſervation; and he concludeth that the Decrees of Merchants need no other confirmation or approbation.

The Decrees of Merchants need no other confirmation.

The Oath taken by the ſaid Prior and Conſuls, to obſerve the Law-Merchant, is ſubject to puniſhment, if they be perfidious or forſworn, as well as the Oath of all other Judges. And Writing *de Conſulibus Mercatorum*, he ſaith, That a Merchant may call in queſtion, and begin his plea before them, although it be againſt one that is no Merchant, if the cauſe concern Merchandiſing; and the Plaintiff herein bindeth the Defendant to be judged by the ſaid Prior and Conſuls, be he either a Knight or Eccleſiaſtical

aſtical Perſon, or a Stranger not reſident in the place. In like manner all Bankers, Shopkeepers in Fairs and Markets, are bound to their Juriſdictions for matter of Money and Exchanges, or for Merchandize.

The Plaintiff may in other places (where the Defendant doth deal or negotiate) be at his choice to begin or commence his Suit where he will, but not in two Places at one time for one Cauſe, wherein ſometimes the Penalty is by him reſpected to be far greater in one place than in another. Here let us remember the Controverſie between two Brothers, which was above Forty years ſince, called, *Joan de la Failia*, and *Jaques de la Failia*, who went to Law in *Brabant* for many Thouſand pounds, and afterward one of them did commence Suit in *Flanders*, being another Juriſdiction, whereupon he was compelled to pay a Forfeiture of 4000 ℔; for, in truth, good Orders and Cuſtoms are to be maintained as Laws, and nothing is to be admitted that may infringe the Law of Merchants.

A Forfeiture for a Juriſdiction.

The Proceedings before the ſaid Prior and Conſuls is by Libel or Petition, or by Declaration, wherein let us note the difference ſet down by the ſaid Civilians. The Libel or Declaration is to be made with all the Form uſed in Law, as well for the matter of Fact, as the matter of Law: But in a Petition the Form is not needful, ſo the ſubſtance of the Matter be well expreſſed, eſpecially the Sum which is demanded, or the Goods being lent, or unjuſtly detained, muſt be ſpecified: And if it be for Money owing for Merchandizes, or lent, it muſt be declared, otherwiſe the Conſuls will reject the Petition, as impertinent; albeit ſome trivial Errors in Petitions are tolerable, and the Party is to be by the Merchant's Law relieved.

Difference between a Petition and a Declaration.

They are to proceed ſummarily in all their Actions, to avoid interruption of Traffick and Commerce; and they are to reſpect plain and ſincere Dealings among Merchants, with a Conſideration to conſtrue all things to be done *Bona Fide*, ſo that Truſt may be preſerved amongſt them; debarring, as much as in them lieth, the Exceptions of Preſcription, Excuſſion, and of Promiſes made without Conſideration, *Quod nudo Pacto promiſiſti*, and the like: Inſomuch, as many times a Woman is admitted to be a Procuratrix, contrary to the Civil Law; and all other Exceptions upon plain Bills and Obligations are ſet apart, and the Truth is hunted after, and all exceptions proceeding of Juſtice and Equity to be conſidered of.

Summary Proceeding.

A Cuſtom contrary to the Civil Law.

The paying of Cuſtoms, Impoſitions, Factoridge, Portage, Carriage, and the like Charges, are much to be reſpected by them; as alſo the Execution of Wills and Teſtaments.

The publication of Witneſſes before them is without delay, and no more Witneſſes are to be examined after the time of few days limited is expired; but Sentence is immediately to be given in Writing, after Pronuntiation clearly made by them, according to the Proof and Allegations, upon Pain to be puniſhed by the Higher Courts, and in *France* by the Court of Parliament, upon Reformation of their Decrees.

Sentences of Prior and Conſuls.

The manner of this ſummary Proceeding is ſo brief, That upon coming of the Parties before them in Perſon, or by their Attorney, they are preſently to nominate their Place of Reſidence, or elſe there is Refuſal made of their Petition or Demand; then there is but one Delay admitted, and in the acknowledgment of Bills of Debt or Obligations, there is admitted but one Default; after which, the Bill is held as confeſſed and available, wherein their Authority is greater than the Authority of all other Judges: For their ſaid Ordinance doth extend but to the adjourning of Perſons, and the ſaid Prior and Conſuls upon one onely Default, and Notice left at the Lodging of the Offender, may averr all Bills, and declare the ſame to be payable; which Notice is to be done by the Meſſenger or Serjeant of the ſaid Office, by fixing the Copy of the Demand upon the Door, if he cannot find the Perſon, and by one Witneſs or two to be affirmed; and hereupon they may ſeize upon the Parties Goods, if his Body be abſent, and cannot be impriſoned, to pay and ſatisfie their ſaid Sentence and Decree; and the Goods by them ſeized, upon once warning given, may be ſold by them to that end. If Oppoſition be made againſt the Seizing, Sale, or delivery of Goods, or againſt the Cryes or Interpoſitions of Decrees, or againſt any other

The authority of Prior and Conſuls, is greater than the authority of any Judges.

other chief Point, where oppoſition may be admitted (Juſtice remaining duely garniſhed) the Parties ſo oppoſing themſelves, ſhall be ſent unto their Judge and chief Men of their Province, to declare before them the cauſe of their oppoſition.

And if the Party adjourned do offer Surety, yet notwithſtanding he ſhall be cauſed to garniſh and lay down Caution, and then have power to call his Surety; ſo that the Sentence or Judgment to be given, ſhall be againſt the principal Debtor for the principal Sum, and againſt the Sureties, for the Charges, Damage, and Intereſt only; and this Surety is liable after one Default alſo, unleſs he put in a third Man for Surety, to whom alſo but one Default can be allowed. Howbeit that all delays are left to the diſcretion of the Prior and Conſuls, who will admit none but upon very pregnant cauſe: And if they find to have granted any delay upon untrue ſuggeſtions, they may impoſe a Forfeiture upon the Party according to their diſcretions, and the quality of the Cauſe and perſons. And in the proceedings there may be two Citations and Adjournments ſometimes uſed by them, eſpecially upon Inquiries, where the Witneſſes are admitted with the privity of the adverſe Party being called thereunto, otherwiſe all the proceedings are of no value. The Inquiries are to be done within a limited time, and may once be prolonged upon eſpecial cauſe, and not otherwiſe. All lawful proof muſt be done before them ſummarily within three days, without any further protraction, unleſs there be manifeſt contradiction, and that by default thereof they pay the penalty to be impoſed.

Adjournments and Delays uſed.

Inquiries uſed.

The like Penalties are to be impoſed, if the Parties do produce any frivolous thing in writing; for there is always Expedition and Brevity intended in all their proceedings.

Penalties impoſed.

The Regiſter of the ſaid Prior and Conſuls, is to keep a little Inventory of all the Writings that ſhall be produced, and ſhall cauſe the Parties that do produce them, to write their Names upon every one of them; and the ſaid Regiſter is not to take out any Copy of matters of moment out of the Inventory of the ſaid Writings, neither for one Party nor for the other, but only the cauſe and the end wherefore the ſaid Writings are produced, upon a Penalty, *&c.*

The Regiſters Office.

All Charges and Damages ſhall be taxed by the Prior and Conſuls, and be payed, or the party impriſoned not to be releaſed without the conſent of the party. And foraſmuch as this courſe to determine Cauſes is the ſhorteſt and moſt peremptory of all devices, inventions and means which can be imagined, I have thought convenient to ſet down the *French King's* Edict concerning the ſame, as the moſt complete.

Charges and Damages to be taxed, *&c.*

An EDICT *made by the* FRENCH KING, *concerning the Court and Authority of the Prior and Conſuls of* ROAN.

"HENRY by the Grace of God King of *France*, To all manner of perſons of "what Eſtate ſoever, Greeting: As We have been heretofore advertiſed, That "Our City of *Roan* is one of the beſt Cities in all Our Kingdoms, by reaſon of the "ſcituation and aptneſs for all Commerce and Traffick, where divers Merchants as "well of this Our Realm, as of many other Nations, do uſually hold an intercourſe "of buying and ſelling; for the continuance and propagation of which Trade, "there hath of late by Our Letters Miſſive been erected and eſtabliſhed in the ſame "City a common place for Merchants and their Factors, to aſſemble themſelves in "twice every day at the hours accuſtomed, to diſpatch their Affairs and Negotiati-"ons, in ſuch manner as is commonly uſed in the Change at *Lyons*, and the Burſe at "*Tholouſe*, to the intent that the Foreign Commodities of other Countries may more "readily

Change at *Lyons*, Burſe at *Tholouſe*.

" readily be tranſported and exchanged away, with thoſe which our own bringeth " forth.

" Be it therefore known to all Men, That We (through Our ardent Zeal which " We carry, to advance the general Good of Our ſaid City of *Roan*, and to augment " the common Benefit and Eaſe of all Merchants negotiating there, and in all things " poſſible to gratifie them, that they may not be diſtracted and drawn from their " Affairs and Buſineſſes into ſundry Courts and Juriſdictions, by means of Suits and " Variances ariſing at any time about their Traffique) by the deliberate Advice of " Our Privy Council, together with divers Noblemen and Princes of Our Blood, be- " ſides other great and honourable Perſonages, of our own proper Motion, aſſured " Knowledge, and Regal Authority, have approved and confirmed, and by theſe " Preſents do approve and confirm the making and eſtabliſhing of the ſaid Com- " mon Place in that Our City of *Roan*, inſtantly ratifying the ſame in all points " with the Change of *Lyons*, and Burſe of *Tholouſe*.

" Willing and Ordaining, and Our Pleaſure is, That all Merchants, Factors, and " all others of what Nation ſoever, may aſſemble themſelves in the ſame twice eve- " ry day at the hours accuſtomed, and in their meetings ſhall freely uſe their Traf- " fick and paſs their Buſineſs as well by exchange as otherwiſe, not only in the ſaid " place, but alſo in any other whatſoever within the Liberties of Our ſaid City of Licence to exchange. " *Roan*, when and where they ſhall think good, with all aſſurance to their Mer- " chandize; and with all thoſe Priviledges and Liberties which Merchants trading " to our Towns of *Lyons* and *Tholouſe* do enjoy and uſe, according to the Grant of " Our Predeceſſors Kings of *France*, and of Us.

" Furthermore, We will and ordain, That the Merchants of our ſaid Town of *Roan* " frequenting the ſame place, ſhall every year cauſe a Society of Merchants to be in " the Lodge of the ſaid Burſe, or in any other place in the ſaid City, and at ſuch time " as they ſhall think good; in which meeting they ſhall chuſe out of the ſaid number " three Officers, *viz.* a Prior and two Conſuls, to remain in their authority for one year, " and ſo yearly to be changed, and there new to be erected, according to the ordinary Indifferent election. " form of moſt voices, not only the Merchants of the City of *Roan*, but alſo the Mer- " chant ſtrangers, being to be preſent and aſſiſtant in the ſaid election: which election " and nomination being fully ended, the ſaid Prior and Conſuls ſhall have preſent power " in them to take knowledge and give judgment between all men, of what eſtate qua- " lity, or condition ſoever they be, of all Suits, Controverſies, and Differences touching " matters of merchandizing, or buying and ſelling in ſuch manner as the Conſervator " of the Fair at *Lyons*, and the Prior and Conſuls at *Tholouſe* do, as well for Obligations, General and particular Aſ- " Bills of Debt, Receipts, Blanks ſigned, Bills of Exchange, Anſwers by Sureties, ſociations. " Aſſociations of Merchants (either general or particular) Aſſurances, Accompts, " Tranſportations, Bargains, and Partnerſhips for matters aforeſaid, or any thing " belonging thereunto, with as full ſtrength, and according to the Judgments and " Condemnations of the ſaid Conſervator of *Lyons*, and the Prior and Conſuls of " *Tholouſe*. And that the Judgments and Sentences, Decrees and Ordinances, Com- " miſſions and Commandments of the ſaid Prior and Conſuls of *Roan*, by Speeches, " Proviſions, or Definitives, ſhall ſtand in as much force and effect, for any matter ju- " dicially determined, as thoſe Cauſes which the Conſervator of *Lyons*, and Prior " and Conſuls of *Tholouſe*, and divers of our Judges do decide. And the ſame ſhall " be executed by Our Ser eants and Officers, in ſuch manner and form as they are in " their behalf above-named; either by committing to Priſon, or by inflicting ſevere " puniſhment, if it be ſo decreed and ordained; and, to that end, ſhall our Meſſengers The manner of Executi- " and Offices be bound to perform the Executions. Our Gaolers and Keepers of Our ons. " Priſons ſhall likewiſe be bound to keep all ſuch Priſoners in ſuch manner as if they " were committed unto them by our aboveſaid Judges, with the like Bond and Pe- " nalty (if any Eſcape happen) as they be bound to keep the Priſoners by the Au- " thority of the ſaid Judges: For ſo We have enjoined, and do enjoin Our Meſſen- " gers, and other Officers, Gaolers, and Keepers of Priſons, upon ſuch Penalties as the

" Caſe

" caſe ſhall require, and according as by the ſaid Prior and Conſuls ſhall be ſet down
" and declared without any default, according as the offence committed ſhall require.
" Moreover, we have permitted and do permit Our ſaid Prior and Conſuls to
" take unto them 20 of the ſaid Merchants, or more or leſs as they ſhall think rea-
" ſonable, to aſſiſt them in their proceeding and judgments in cauſes of Merchan-
" diſe, Bills of Exchange, Aſſurances and Differences, as aforeſaid; and to cauſe to be
Aid in the Execution. " executed their Sentences, Judgments, and Ordinances of Pawns and Conſign-
" ments, Proviſions, Seiſing of Goods, and all other Condemnations, Sentences, or
" Appointments to proceed therein by Cries, Proclamations, giving notice to them-
" ſelves, or leaving notice at their houſes by Proo fs, Sales, Depoſitings, Deliveries,
" and Execution definitive, as the caſe ſhall require.
Summary proceeding. " Likewiſe we give them power to direct the ſame proceſs, and to proceed therein
" according to their Ordinances, as well in matters ſummarily, as by proviſion; as
" acknowledgement of Bills, Subſcriptions, and Bills of Exchange.
" And the like in Acts of Pawns and Conſignments, by one only fault duely pro-
" ved, by ſummoning the perſon at his houſe, or fixing there a Copy of the Commiſſion
" or Proceſs in all places where it is lawful to be done. And touching other matters,
" where two defaults ſhall be made or ſummoned in perſon, they ſhall proceed, ob-
" ſerve, and keep the courſe according to the Kings Ordinances. And for all matters
" wherein they ſhall give Sentence of Execution according to their knowledge, We
" will and do permit them, as aforeſaid, to cauſe the Execution to paſs in all places of
" our Court of Parliament at *Roan*, and in all other places of our Kingdom where
" need ſhall require, without any diſturbance or let to be done by any of our Judges,
" Juſtices, or Officers, either againſt them or their deputies; neither ſhall they let or
" hinder any Summons or Arreſt, Exploit or Aſſignment to be done before them.
" And to give their Aſſiſtance in all cauſes appertaining to their knowledge, touching
" matter of Traffique and all things thereunto belonging, againſt all Merchants tra-
" ding in our ſaid City of *Roan*, and as touching their Factors, Dealers and Inter-
" medlers, of what quality ſoever they be, (ſent by them into divers Countries,
" Regions, and Provinces, as well within as without Our Kingdom, Countries and
" Dominions under Our obeyſance, for the cauſe of Traffique, Merchandiſe, and do-
" ing of buſineſs, and all other things thereunto belonging.)
Conſtraint to bring their Cauſes, &c. " We will and ordain, That they may be conſtrained to bring their cauſes and proof
" for all matters aforeſaid, before the ſaid Prior and Conſuls for the time being, or that
" ſhall hereafter execute theſe offices, be it either for the rendring of account and
" ſatisfaction of part or of whole, or condemnations in penalties, or other condem-
" nations for amends for Treſpaſſes, and for all othings that ſhall be requiſite concern-
" ing and belonging to the Trade of Merchandiſe, according as they ſhall deſerve,
" whereof we have permitted them, and do give them power to uſe the Form, e-
" ven as the ſaid Conſervator at *Lyons*, Prior and Conſuls of *Tholouſe*, and other Our
" Judges do. And to cauſe Execution to be ſerved on the Offenders, either by Ar-
" reſt, Attachment of Goods, and Sale thereof, or by Impriſonment of the parties
" condemned, even as they ſhall think good, inhibiting all our Judges to preſume to
Prohibition to other Judges. " take knowledge of any matter or Plea thereunto belonging; which Our command
" We will to be notified unto them, and unto whom it ſhall appertain, by the firſt of
" our Officers or Serjeants that ſhall be required, whom we enjoyn to perform the
" ſame accordingly, to the intent that all thoſe charges and extraordinary expences
" which Merchants may be put unto in following their ſuits againſt their Factors
" and Dealers before many Judges, might by theſe means be utterly avoided.
Half of the forfeitures to the Prior, &c. " Furthermore, We have permitted and do give authority to the ſaid Prior and Con-
" ſuls, that all ſuch penalties of Moneys, as by them ſhall be inflicted upon men for Con-
" tempts or any other Offences ſhall forfeited, the one half to us, the other half to the
" uſe of the ſaid common place or Burſe of *Roan*, to ſupply the wants thereof; allow-
A Counſellor and one Attorney. " ing them alſo abſolute liberty and power to chuſe and conſtitute one Councellour,
" and one Attorney, who ſhall by all lawful means labour the benefit and advancement

of

" of the ſaid place, and ſhall defend the ſame, to direct their Proceſs and Cauſes, as " well before the ſaid Prior and Conſuls, as before all other Judges.

" And to the end that the Merchants may aſſemble themſelves, as well to conſult " of their common affairs, as to conſtitute the ſaid Councellor and Attorney, without " being ſubject to repair to Us, or to Our Judges for leave, when need ſhall require; " Therefore all ſuch judgments as ſhall paſs before the Prior and Conſuls, being " ſealed with their Seals, and Signed by a Regiſter by them appointed, be it by im- " priſonment, ſale, diſpoſing of Goods or otherwiſe, ſhall be held for real and lawful, " being paſt in manner aforeſaid, without any conſtraint to have Our further com- " miſſion or liking, even according as was permitted by Our moſt Honourable Our " Father the King, unto the Merchants of Our City of *Lyons* by his Letters Patents " given in the month of *February*, in the Year of Our Lord 1535; reſerving unto Appeal to the " Our ſaid Court of Parliament, at Our ſaid City of *Roan*, for a laſt concluſion, and Parliament. " by appeal, the juriſdiction and knowledge of the ſaid diſcords and differences.

" And to the end that all ſuch appeals as ſhall proceed by reaſon of the judgments " and ſentences, that ſhall be given and declared by the ſaid Prior and Conſuls, may " be ſpeedily and without delay ended in Our ſaid Court, We have ordained, and " do ordain, injoyn, and command all Our Loving and Truſty Preſidents and Coun- " cellors (holding Our ſaid Court of Parliament) to declare to the ſaid Merchants " without delay, one day in every week, ſuch as they ſhall think convenient, to Juſtice with " hear, determine, and diſpatch the ſaid appellations, by order of roll for that pur- all expedition. " poſe ordained. And in regard of the Proceſs by writing, there ſhall be one other " roll made apart, to the end that the ſaid appeals may be ended in the ſame day, " to avoid the prolonging of ſuits, to the ruin and conſuming of the ſuiter. And to the " end the ſaid place of meetings of the Merchants twice a day, may be quiet, and with- " out diſturbance, Our pleaſure is, and We do ſtraitly command, that none of Our No arreſt to " Serjeants and Officers preſume to enter into the ſame place, nor to make any arreſt be made upon " (for any cauſe) of any perſon whatſoever, during the time of thoſe two accuſtom- the Burſe, &c. " ed hours of meeting. And if ſuch arreſt ſhould be made during the ſaid hours, " We have declared heretofore, and do declare at this preſent, the ſame to be void " and inſufficient, charging all Our Judges not to have any regard thereunto.

" And as We are informed, That the trade of Aſſurances, is of late greatly advanced " by Merchants of the ſaid City of *Roan*, (a work ſo honourable that it doth even " beautifie and greatly advance the Trade and Commerce of the ſaid City,) We (to the " end thoſe ſaid Policies of Aſſurances, and all other writings thereunto belonging, may " receive full vigor) have permitted, and do permit, that all Merchants frequenting the " ſaid place (both now and hereafter to come) to aſſemble themſelves at all times when " it ſhall be needful, to chuſe and nominate, according to the moſt voices, one Merchant " amongſt them (ſuch a one as they ſhall think meet, being a man truſty and expert " in the knowledge of the Trade of Aſſurances) who ſhall make and Regiſter the ſaid A Regiſter for " Policies, whereunto the Aſſurors ſhall ſet their hands, at all times hereafter in the Aſſurances. " ſaid place and liberties of *Roan*, when it ſhall pleaſe the Merchants; whoſe office ſhall " likewiſe be to draw forth accounts of ſuch arrerages as ſhall happen (being hereunto " called) receiving for his pains, and time ſpent about the buſineſs of the ſame Aſſu- " rances, according as it ſhall be thought meet by the ſaid Merchants, and keep a per- " fect and true Regiſter of the ſame Aſſurances. To the which Regiſter and Copies " thereof, and all other Acts and Writings by him made, concerning matter of Aſſu- " rances, and by him ſigned, We will and ordain, that all manner of credit ſhall be " thereunto given, before all Judges, and others to whom it ſhall appretain: Without " that any other perſon or perſons ſhall have to do, or meddle in the ſaid buſineſs of " Aſſurances, or any thing thereunto belonging, unleſs he be before choſen and admit- " ted thereunto by the ſaid Prior and Conſuls, and by the ſaid Merchants as aforeſaid.

" And we do command and give in charge to all perſons holding Our Courts of Par- " liament, great Conſuls, Admiralls, Vice-Admiralls, Stewards, and their Deputies, and " to all other Judges and Officers whom it ſhall concern, that you do cauſe to be read,

" proclaimed, and regiſtred this Our preſent Will, Declaration, Permiſſion, and Or-
" dinance, and the ſame to be obſerved and kept by all them accordingly, that the
" Merchants may uſe and injoy the force and benefit thereof plainly and peaceably
" without any contradiction. Moreover We do charge and command Our Attor-
" ney General, that he do with all diligence cauſe all theſe things to be plainly and
" truely Executed, and that he do certifie Us of his diligence ſo done; for ſuch is
" Our pleaſure, for that of Our meer motion and power, We will have it done, and
" that notwithſtanding any Ordinance, Cuſtoms, Statutes, Priviledges, Command-
" ments, Defences, or Letters to the contrary, the which in this cauſe without doing
" prejudice to other cauſes, We have made void, and do make void. And for that
" men ſhall have occaſion to uſe this Our grant in divers places, Our pleaſure is that
" Credit ſhall be given to all ſuch Copies as ſhall be made by any Our Loving and
" Truſty Notaries and Serjeants, Secretaries, or under, in ample manner as to the
" Original: And to this effect, We do give you full Power, Authority, and eſpe-
" cial charge and commiſſion, by theſe preſents commanding all Our Juſtices, Offi-
" cers, and Subjects, to obey you in this caſe. And to the end this may remain E-
" ſtabliſhed for ever (Our own right in all other cauſes reſerved) We have hereunto
" cauſed Our Seal to be put.

" *Given at* Paris *in the Month of* March, *and in the Year of Our Lord* 1556, *and*
" *the Tenth Year of Our raign: Signed by the King then in Council, and Sealed with*
" *Green-wax, with Red and Green Silk-lace.*

CHAP. XVII.

Of the Laws of ſeveral Countries, whereby the Differences and Controverſies of Merchants are determined.

THE fourth and laſt Mean to end the Differences and Contraverſies hapning between Merchants and others in the courſe of Traffick, are the Imperial Laws, or the Fundamental Laws of Kingdoms and Commonweals, where the Merchants Court of Prior and Conſulls is not Eſtabliſhed, whereof the Merchants ought not to be ignorant; ſo that in the deſcription of them, it is convenient to make ſome declaration, for the Merchants ſatisfaction, appertaining to their buſineſs and negotiation.

Final end of the Laws.

All Laws are tending in ſubſtance to the upholding of truth, maintaining of Juſtice, to defend the feeble from the mighty, for the ſuppreſſiing of injuries, and to root out the Wicked from amongſt the Good, preſcribing how to live Honeſtly, to hurt no man wilfully, and to render every man his due carefully, furthering what is right, and prohibiting what is wrong; ſummarily to be underſtood according to the ſaying of our Saviour Chriſt.

Mat. 7. 21. Luke 6. 31.

What you will have men to do unto you, do the ſame unto them.

Which *Alexander Severus* the Emperor did expreſs thus:

That which thou will not have done unto thee, do not unto others.

And to this purpoſe, let us note three ſorts of Laws, namely,

Law of Nature.

The Law of Nature, whoſe vertue is alone, and the ſame every way in all, or rather a very notice of Gods Law ingraffed in the mind of man.

Law of Nations.

The Law of Nations, which conſiſteth of Cuſtoms, Manners, and Preſcriptions, being of like condition to all People, as we have before declared.

Civil Law.

The Civil Law, which is an abridgement, derogating many illicentious Cuſtoms, which

which grew by perverſneſs and corruptneſs of nature, and is termed Peculiar, uſed by one kind of people, called the Imperial Law.

Out of theſe was the Common Law of *England* made, whereof we are now firſt to intreat, and therein to be ſomewhat prolix, for the better underſtanding of Merchants, the rather becauſe the Laws do bind all men to Knowledge, Obedience, and Puniſhment: For indeed no man may break them, no man may be ignorant of them: And laſtly, no man may judge of them, but according to them; and therefore it is ſaid, that *Judex* is taken *à judicio, non judicium à Judice:* And more eſpecially, becauſe this Book (as you may find) is more exactly calculated (as the Prognoſticators ſay) for the Meridian of *England*, howbeit it may ſerve for all other Countries and places of Traffick and Trade.

The Law bindeth all men to knowledge and obedience.

Of the Common-Laws of the Realm of England.

THE Common-Law of *England* is taken three manner of ways, *viz.*

1. As the Laws of the Realm, diſſevered from all other Laws; which is the cauſe of the often arguing in the Laws, what matters ought of right to be determined by the Common-Law, or what by the Admiralty Court, or by the Spiritual Court.

The treatiſe of Doctor and Student.

2. The Common-Law is taken as the King's Court or Kings-Bench, or Common-Pleas.

3. By the Common Law is underſtood ſuch things as were Law, before any Statute made in that point that is in queſtion, whereby that point was holden for Law, by the general and particular Cuſtoms and Maxims of the Realm, or by the Law of God, and the Law of Reaſon, whereunto the Kings of *England* at their Coronation, do take a ſolemn Oath to obſerve the ſame, and all which the Inhabitants of *England* ſucceſſively ever obſerved, namely *Britains*, *Romans*, and then *Britains* again, and then *Saxons*, *Danes*, and *Normans*.

Five Nations in *England*.

Now whereas the Law-Merchant requireth brevity and expedition, all men of judgment will confeſs, that (having ſeen many deviſes, edicts, and ordinances, how to abridge Proceſs, and to find how long Suits in Law might be made ſhorter) they never perceived, found, nor read as yet, ſo juſt and ſo well deviſed a mean found out as this by any man in *Europe*, albeit that the ſhortneſs thereof is ſuch, that if a man have many peremptory exceptions, which can make the ſtate or iſſue of his cauſe, he ſhall be compelled to chooſe one exception whereupon to found his iſſue, which choſen, if he fail by the verdict of twelve men, he loſeth his action and cauſe, and the reſt can ſerve him for nothing.

Commendation of the Common-Law.

Peremptorineſs of the Common-Law.

Great is the antiquity of the Common-Law of *England*, and the Trial of Juries by twelve men: For we find the ſame to be from the time that the Weſt *Saxons* had the rule and dominations over the Countries of *Hampſhire*, *Wiltſhire*, *Dorſetſhire*, *Somerſetſhire*, and part of *Gloceſterſhire*; and alſo the ſame Law was uſed amongſt the *Saxons* which ruled *Marſhland* and *Medland*, that is to ſay, the Countries of *Lincoln*, *Northampton*, *Rutland*, *Huntington*, *Bedford*, *Oxford*, *Buckingham*, *Cheſhire*, *Darby*, *Notingham*, and part of the Shires of *Gloceſter*, *Warwick*, *Hereford*, and *Shropſhire*, at ſuch time when the Land was divided into ſeven Kingdoms, all of them being at that time inhabited with divers Nations, namely, *Picts*, *Scots*, *Danes*, *Normans*, *Vandals*, and *Germans*; all which have continued the proceedings of the Law, until the time of *William* Duke of *Normandy* who Conquered the ſame.

Antiquity of the Common-Law.

This *William* the Conqueror had the quiet poſſeſſion of this Land, and cauſed (amongſt other Laws) the *Dane* Laws to be collected, which ruled in *Devonſhire* and *Cornwal*, and a diſcreet view to be taken of ſundry Laws, whereunto he did add ſome of his *Norman* Laws to Govern the People of the Land, now called *England*; inſomuch, that concerning the antiquity of the Laws and Cuſtoms aforeſaid, they were long before uſed by the *Saxons* firſt Government, nay by the *Britains* themſelves, which was 1198 years before the Birth of our Saviour Chriſt, being now in

Anno 1198 *ante Chriſtum.*

continuance above 2800 years; for King *Alfred* cauſed the Laws of *Marcia* to be tranſlated out of the *Britain* into the *Saxon* Tongue: And after that, we find that King *Lucius* and King *Alfred* cauſed the continuance thereof.

The ſaid Common-Laws are properly to be taken to conſiſt of the Ancient Maxims of the ſaid Laws, of the Statute Laws and Book-caſes, which are yearly obſervations upon manners, and may be called *Reſponſa Prudentum*, comprehending therein the Municipal Laws, which is proper to all Kingdoms and Governments, as an exception to the fundamental Laws thereof; wherein many ſingular arguments drawn from Divinity and Humanity are effectual, though there be no Books of it. For the principals which are taken from the Law of God and Nature, or Reaſon, are many more, than thoſe which are of man, and given by the abſolute diſcretion of the Judge. And concerning the Prudence of the Law, which holdeth this Maxim, That it is better to ſuffer a miſchief, than inconvenience, attributing the word miſchief unto one or ſome few men, and the word inconvenience to all perſons, or the Commonwealth in general. And here let us obſerve, That

Municipal Law, as Gavelkind, &c.

A Maxim in Law.

Of the Common-Law of England, *there may be made an Art or Science.*

Conſider we, That *Ars eſt cauſarum conſideratio, ex finibus Aſſumptis:* Art is the conſideration of cauſes from certain ends propounded; according to which definition an orderly conſideration muſt be taken of the cauſes, which cannot be without Art: For Art maketh nothing but of things already made, putting a diſtinct determination, which is done with a reformed reaſon properly called Logick; which (as it is the Inſtrument of all Sciences) ſo is it alſo the Inſtrument of the Law: And although the Law be now infinite in Practice, yet is the ſame finite in Precept. So that as, *In infinitis omnia concurrunt*, The Law being finite in her principles, may eaſily be complied or incorporated; and experience teacheth, that it is eaſier to underſtand many principles well put together, than to put many principles well together, whereby a man may underſtand the Law, hearing the ſame delivered by a Lawyer; yet this may be done by wiſe men.

Definition of Art.

For we have our finite Originals or Elements, Acts, Perſons, Things, and their adjuncts, and concerning them, finite reaſons, of which we do compound caſes infinite; yet are all thoſe caſes decided according to the finite reaſons of the finite Elements. So hath the Phyſitian Simples, though we do make infinite compounds, yet are they all proved good or bad to that whereunto they are prepared, by reaſons drawn from the finite Simples.

Now by the Elements of the Law, we muſt uuderſtand matter and form, not as in things natural and compound, but *Modo & forma*, as they ſpeak: ſo in all caſes, there is matter of Law, matter of Fact, or both, and the Twelve men or Jurors, are only ordained to try the matter of Fact, for they are ignorant in the Law; ſo that if the queſtion be of the Law, that is, if both Parties do agree upon the Fact, and each do claim that by Law he ought to have it, and will ſtill in that ſort maintain their right, then it is called a Demurrer in Law, which is determined by the Judges: So that if all caſes were reduced under theſe few Titles, namely, Pleas of the Crown, of Right or Title of Land, of Debt, of Treſpaſs, of Account, of Trover, and of the Caſe: Then might the matter of Fact be brought nakedly before the Jury, diſtinguiſhed from the matter of the Law. For all caſes are either Criminal or Civil, or Criminal, Real and Perſonal, for Life, Honour, and Goods or Lands: And it is an eaſie matter to deſcribe the nature of theſe and the like actions, the Law being ſingular in her diſtinctions, which would diminiſh the practiſes thereupon: Whereas by the Civil Law, the Fact is firſt examined by Witneſſes, Indices, Torments, and the like probations, to find the truth thereof; and that done, the advocates do diſpute of the Law, to make of it what they can, ſaying, *Ex facto, jus oritur*, which is long and tedious.

Elements of the Law.

Demurrer in Law.

Caſes Criminal, Real, and Perſonal.

Originals by the Civil Law.

The pleading of general Iſſues, with addition of the words, *Modo & forma*, maketh the matter difficult many time, when the Jury conceiveth that this meaneth ſome

matter

matter of Law, when it is only matter of Fact: the Jurors therefore are principally to look whether the Iſſue and Evidence do concur, which they ought to follow. True it is, there is ſometimes matter of Law which altereth the Caſe, when there muſt be proved a lawful conſideration of *Quid pro quo*, otherwiſe it is *Nudum Pactum ex quo non oritur Actio*; wherefore I have ſeen ſome Pleas plainly diſtinguiſhing the matter, ſo that the Jury might perceive the naked Iſſue of the Fact before them in queſtion, with all the circumſtances, which is ſometimes done by way of Replication.

Nudum pactum, what it is.

There is a Maxim or Ground of the Law of *England*, That if the Defendant or Tenant in any Action, plead a Plea that amounteth not to the general Iſſue, that he ſhall be compelled to take the general Iſſue, and if he will not, he ſhall be condemned for lack of anſwer. The general Iſſue in Aſſize is, That he that is named the Diſſeiſor, hath done no wrong, nor no diſſeiſin: and in a Writ of Entry, in the nature of Aſſize, the general Iſſue is, That he diſſeiſed him not; and in an Action of Treſpaſs, That he is not guilty, and ſo every Action hath his general Iſſue aſſigned by the Law, and the Party muſt of neceſſity either take the general Iſſue, or plead ſome Plea in the abatement of the Writ: and the cauſe why this is done, is, becauſe the matter of Law ſhould not be put to the Tryal of the Jury of Twelve men.

The pleading of general Iſſues.

Mr. *Forteſcue* ſaith, That the Tryal of Twelve men is more indifferent, than the Tryal before a Judge, becauſe it is an eaſie matter to find out two men among a number of men, that may be of the Parties acquaintance, ſo void of Charity and Conſcience, which for Dread, Love, or Profit, will be ready to gain-ſay all Truth; and to this purpoſe he alledgeth the Example of the two Witneſſes againſt *Suſanna*, according to which Preſident the Witneſſes are to be examined aſunder, and not in the hearing of one another, as is now accuſtomed. And if their Oath touching the matter of Fact were recorded briefly, the Evidences would be more certain, for Witneſſes would be more careful, upon which the Oath of the Jury dependeth.

If the Action be local, or Lands of Houſes, the Jury is impannelled of men, from as near as may be to that Countrey where the thing in Controverſie lieth; nevertheleſs the Defendant may take exception againſt ſome of the Jurors, albeit for little or no cauſe, and then others are taken in place, for there are Twenty four men warned, but Twelve is ſufficient, unleſs it be upon an Action real, where Twenty four muſt be impannelled. And the Oath given to Jurors is, That they ſhall deal juſtly and truly between Party and Party; but the Witneſſes are to ſpeak the Truth, the whole Truth, and nothing but the Truth, and ſo they take their Oath. And to the end the proceedings in Law ſhould not be hindred, therefore if the Jurors fall out not to be full in number, then the Sheriffs may take *Decem Tales de circumſtantibus*, and impannel them, that is, to take other perſons of the ſtandards by, which is done before the Judge at the time of the Tryal.

Proceedings of Jurors.

Decem Tales de circumſtantibus.

When the Jury have delivered up their Verdict, if nothing be alledged in reſpite of Judgment, then Judgment is had of courſe, and alſo Execution is rewarded to be executed, as the final end of Law.

Verdict, Judgment, and Execution.

Nevertheleſs there are three means to diſſolve the ſaid Judgment and Execution, namely, By a Writ of Attaint, a Writ of Error, and an *Audita Querela*, which Writ is grounded upon Equity by Law and Conſcience.

The Writ of Attaint is not only tedious and chargeable, but alſo never or ſeldom tryed; for the ſame is brought by the Party grieved, againſt the Twelve men, and the Party for whom the Sentence is given. And whereas before commonly upon the firſt Inqueſt, they be all Yeomen, or Men of mean Calling; now upon this Attaint muſt go Twenty four Gentlemen of greater Quality, and Forty eight muſt be warned to appear, then there muſt in the Attaint no more Evidence be brought in, but only that which was brought in and alledged before the firſt Inqueſt, which not appearing of Record, is hard to be made a plain matter: Again, Gentlemen, and others are loth to diſcredit their Neighbors; yet if the matter be ſo apparent, that they muſt needs find them attainted, then means are found to defer the Judgment, and it may be the Parties ſhall be brought to an Agreement, or at leaſt one of them that

Writ of Attaint.

that was of the attainted Jurors, will dye in the mean time, and then the Attaint ceaſeth: yet, in this Caſe, if the Party be in Priſon which brought the Writ of Attaint, he may be Bailed, as is in *Natura Brevium.*

Writ of Error. The Writ of Error is more eaſie, and was heretofore uſual to prolong Suits in Law, before the Statute of *Icofaile* was made, meaning in good French, *Jay failly.* For every ſmall Error, if it were but falſe Latin, would overthrow a Cauſe; but now it runneth into another Extreme, for if the Party grieved ſpeaketh in Arreſt of Judgment, and ſheweth ſome material Error, upon Motion made, the adverſe Party may have it amended, as often as Errors are opened; the Record therefore ought to be firſt removed, and not only by Tranſcript be put into another Court, but the party is to plead thereunto, *in nullo eſt erratum*, and then the danger of opening Errors is paſt, if there be no Tricks uſed in amending of the Records under-hand, wherein lieth a *Certiorari* to ſatisfie the Court where the Record is brought, namely, from the *Common-Pleas*, to the *King's Bench-Court*, from the *King's Bench* to the *Exchequer*, which heretofore was done in Parliament; and therefore the Party grieved, and in Priſon at the *King's Bench*, cannot be Bailable upon a Writ of Error after Judgment and Execution, as he is upon a Judgment of the *Common-Pleas*, in the Court of *King's Bench*; for this Court of *King's Bench*, in regard of the Pleas of the Crown, challengeth ſome priority herein.

The Writ of *Audita Quærela.* The Writ of *Audita Quærela* is granted out of the *King's Bench-Court*, if the Judgment do depend there, and returnable in the ſaid Court, or elſe out of the Chancery returnable in the *King's Bench:* whereupon the Lord Chancellor taketh four Bails in the Vacation-time, before a Maſter of the Chancery, and the matter doth merely depend upon the Bail. The ſuggeſtion of the Writ in matter of Law, is a later Contract after judgment and execution; an eſcape in Law, if the Priſoner be by the Gaoler permitted to go abroad without the King's Writ; or if he break Priſon, in which caſe the Gaoler is to pay the debt; or upon a payment made ſince the execution; alſo a wrong Recovery by an Executor, whom the Prerogative Court doth afterwards diſavow. Such, and the like Suggeſtions, are to be tried by another Jury, upon evidence to be produced to prove the ſaid Allegation.

A ſtrict Law. This Common Law is ſo ſtrict, that the Proverb is, *Summum jus ſumma injuria:* for Example, If a man ſeized of Lands in Fee, hath Iſſue two Sons, the eldeſt Son goeth beyond the Seas, and becauſe a common voice is that he is dead, the younger Brother is taken for Heir, the Father died, the younger Brother entred as Heir, and alienateth the Land with a warranty, and died without any Heir of his body, and after the elder Brother cometh again, and claimeth the Land as Heir to his Father: in this caſe, by the Law, the eldeſt Brother ſhall be barred by the warranty of the younger Brother.

Partners cannot ſue each other by the Law. Again, Partners cannot ſue each other by the Law; if two men have a Wood jointly, and the one ſelleth the Wood, and keepeth all the money wholly to himſelf, in this caſe his fellow ſhall have no remedy againſt him by the Common Law: for as they, when they took the Wood jointly, put each other in truſt, and were contented to occupy and deal together; ſo the Law ſuffereth them to order the profits thereof.

The Law therefore is not complete without the Courts of Chancery or Equity, for the imperfection and rigour of it are qualified thereby, called to be *Æquum & Bonum*, which may be conſidered in this caſe: Two ſtrangers jointly did deliver in truſt unto a Widow woman a round Sum of money, with condition not to deliver the ſame out of her hands, but when they both ſhould demand the ſame: within a while after one of them cometh unto her, and doth aſſure her by good *Indices* and probabilities, that the other his companion is dead, and, thereupon doth intreat her to deliver him the money; which ſhe did, not ſuſpecting any fraud, ſo the party went away with the money. Afterwards cometh the other (who was ſaid to be dead) and demandeth the money of the woman, and underſtanding that ſhe had paid the ſame unto the other, was much offended therewith, and cauſed her to be adjourned before the Judge. The woman appearing, did declare the matter according to the truth,

truth, ſhewing how the other had deceived her, and ſhe did wholly relie upon the integrity and juſtice of the Judge. Here an Action of the Caſe might have been brought againſt the woman by the Law, and cauſe her to ſeek the Party that had deceived her: but the Judge tempering the rigour of the Law, did give ſentence that the woman ſhould pay the money unto the party, ſo as he brought his companion with him to demand the ſame, according to the covenant, they both, jointly, having repoſed a truſt in her. Example of Law and Equity.

Here I call to mind the queſtion which no Judge could determine: A covetous Doctor at the Civil Law would not inſtruct a young Student, unleſs he did pay him a great Sum of money, whereunto the Student did condeſcend, conditionally that he ſhould have the firſt Cauſe (he took in hand) to go on his ſide: whereupon it fell out, that the Cauſe between him and the ſaid Doctor was the firſt Cauſe, and ſo there could be no proceeding therein, the Student pleading the Condition in Bar.

The Court of Chancery is properly called a Court of Conſcience, becauſe it reaſoneth on the part of the Complainant, by argument taken from the Law of Nature before mentioned, *Quod tibi fieri non vis, alteri ne feceris*: For in the Chancery every man is able by light of nature to foreſee the end of his Cauſe, and to give himſelf a reaſon thereof, and is therefore termed a Cauſe; whereas at the Common-law, the Clyent's matter is termed a Caſe, according to the word *Caſus*, which is accidental; for the Party doth hardly know a reaſon why it is by Law adjudged with or againſt him. Difference between Cauſe and Caſe.

The Chancery therefore upon Bill and Anſwer between the Complainant and the Defendant, granteth an Injunction to ſtay the proceeding in the Courts of Common Law, until the Equity of the Cauſe be examined: and if there be no matter of Equity found, then the Cauſe is diſmiſſed to the Law again, with Coſts to the Party. Merchants Cauſes are properly to be determined by the Chancery, and ought to be done with great expedition: But it falleth out otherwiſe, becauſe they are by Commiſſions commonly referred to Merchants, to make report of the ſtate thereof unto the Lord Chancellor; for the Cuſtoms of Merchants are preſerved chiefly by the ſaid Court, and above all things Merchants affairs in controverſie ought with all brevity to be determined, to avoid interruption of Traffick, which is the cauſe that the Mayor of the Staple is authorized by ſeveral Acts of Parliament to end the ſame, and detain the ſame before him, without any diſmiſſion of the Common Law, which ſheweth the neceſſarineſs of the Office of Prior and Conſuls before mentioned. Injunction of the Chancery. Staple Laws, 27 E. 3.

The rather, for that the tryal of an Action of Accompt at the Common Law is tedious. There are five manner of perſons accomptable by the Law, namely, a Steward or Bayliff, a Factor or Servant, or a Receiver. Upon an Action of Accompt, the general Iſſue to be pleaded thereunto is, *Ne uncques Receiuer pour account rendre*: this is firſt tried by a Jury, and if the party be convicted, and found accomptable, then the Law doth appoint Auditors to take the accompt, by a Commiſſion directed out of the Court to Merchants and others, according to the nature of the cauſe, whereunto two Attorneys of the Court are joined. And when they have taken the accompt, and find wherein the differences do conſiſt, then they are to certifie all their proceedings into the Court, and the Accomptant muſt make iſſuable anſwers to be pleaded, whereupon eight, ten, twelve, or more Iſſues ſhall be made, and then a ſecond Jury is called to try all theſe ſeveral Iſſues upon peremptory points, and ſo upon every Iſſue there is given a particular Verdict, and ſometimes an eſpecial Verdict, which is to be determined by the Court again. All theſe long proceedings make long records ſubject to many errors: and becauſe all theſe ſeveral Iſſues are tried by one Jury, and upon one record, together with the former proceedings, whereby the other Jury found the Party accomptable, if in any, or in the whole, material error be found, then all is overthrown, and the parties are to begin again *de novo*. And it may fall out, that then they will join other Iſſues, and ſo run into a Labyrinth, ſo that matters of Accompts are properly to be determined of the Chancery: And it were to be wiſhed, that therein more expedition were uſed, according to the Laws of *Arragon*, which concur with the courſe of the ſaid Court, as we are now to declare, leaving all other Caſes triable by the Common Law, according to The tryal of an Action of Accompt by Law.

their

their proper natures, as the trial of an Action real, which is done with ſolemnity, and the like, to abbreviate things.

Of the Laws of the Kingdom of Arragon.

THE Laws of *Arragon* being peculiar to that Kingdom, have eſpecial days or times limited to every particular proceedings of the Proceſs, whereby the ſame is divided into ten (as it were) terms, which have every one their proper obſervations, which the Complainant muſt obſerve, and proſecute accordingly with expedition, as followeth:

1. When the Party Complainant calleth the Defendant.
2. When they do appear before the Judge.
3. The Defendant may alledge certain Exceptions.
4. Due Anſwer is made to the Complainant's Bill.
5. The Examinations of the Parties, and their Proceedings.
6. Witneſſes are produced, examined, and publication had of their Depoſitions.
7. The Parties do reaſon of the Depoſitions, and the matter is brought to hearing.
8. When the Judge giveth Sentence or Judgment.
9. When Execution is had upon the Sentence, or the Party appealeth.
10. When the Cauſe departeth out of that Judges power before a higher authority.

Obſervations of the proceedings of the Law of *Arragon*.

And all this is commonly done in four months, with the obſervations of the Law required, namely, the Conſiderations incident, which are worthy to be noted to prevent unjuſt dealings.

1. Touching the firſt, the Judge taketh not any notice thereof; for the Proceſs is granted of courſe, unleſs it appear that the Complainant hath been the Slave of the Defendant, or the Son do commence a Suit againſt the Father, or the Servant againſt his Maſter, wherein (upon good conſideration) Licence muſt be had of the Judge.

2. The ſecond, That they muſt appear before the Judge at three ſeveral times of ten days, or thirty days at any one time, which is peremptory; after which, there lieth a contempt againſt the Party not appearing: during which time, the Judge doth proceed according to the nature of the Action, and the Maxims of the Law, which are compiled together to judge by, and ſerve him for his direction; but in extraordinary Cauſes his Conſcience leadeth him.

3. The third time, touching Exceptions, is not only between Party and Party, but alſo againſt the Judge for inſufficiency of Authority given him, if the Cauſe ſo require.

4. The fourth time, three things are to be obſerved upon the Defendant's anſwer.

1. Whether he denied all, or did confeſs part or all.

2. Whether it be requiſite that the Judge judicially hear the Cauſe, or elſe (according to the Defendant's Anſwer and Confeſſion) judge him to pay or ſatisfie the matter within nine days.

3. That after the conteſtation of the Suit, there be no matter of any dilatory Exceptions alledged to hinder the proceedings, but rather peremptory Exceptions, to bring the matter to a definitive Sentence.

5. The fifth time, four things are to be obſerved, namely,

1. The Complainant muſt ſwear, That he is perſuaded that he demandeth a juſt and right demand; and the Defendant likewiſe, that he defendeth his Right.

2. That they ſhall ſpeak truth to that which ſhall be demanded of them.

3. That they ſhall not require (without juſt cauſe) any time of prolongation

4. That they have not, nor will attempt to corrupt Witneſſes.

6. The ſixth time, upon the conteſtation and interlocutory Sentence, you muſt obſerve nine things.

1. That the Witneſſes be preſented in preſence of the Party againſt whom they are produced.

2. That they be Freemen and honeſt, and not hired nor corrupted.

3. That they be ſworn, and the Producent payeth his charges.

4. You

4. You may inquire of the Party that doth produce the Witneſſes, as alſo of the Witneſſes by certain Articles, what may appertain to the Cauſe, in regard of their admittance for to be ſworn, becauſe their depoſition is the ground of the matter.

5. That the Plaintiff having had three ſeveral times to produce his Witneſſes, ſhall not have any other time to examine any more, unleſs he do ſwear, that he knoweth not what the former Witneſſes have depoſed, and the Judge do aſſent thereunto.

6. If the Witneſſes have declared any thing obſcurely, they may declare the ſame more plainly, if the Judge do deſire the ſame at the intreaty of the Party, according as he ſhall direct.

7. After publication of the Witneſſes depoſitions, there may not any other Witneſſes be depoſed upon the ſaid Interrogatories, or any matter touching the ſame.

8. That the Witneſſes be examined of the time, of the place, and of the caſe it ſelf, whether they have ſeen or heard the ſame, and what they believe or know thereof, or of the report they have heard.

9. That (to avoid charges) there be not too many examined.

The ſeventh time is, when all muſt be alledged which may any manner of ways make for the ſtate of the Cauſe, and if it fall out that two Witneſſes tell one Tale, (as it were) *verbatim*, their Evidence is void; and the eighth time the Judge proceedeth to a definitive Sentence; and the ninth time (which muſt be done within ten days) the Party may appeal, and thereupon for the tenth time, the plea to or ſuit, with all the Records, goeth out of that Judges Court to a higher Court, where it may not depend above a limited time. A Maxim of the Law of *Arragon*.

The Obſervations do miniſter occaſion, that many Controverſies are ended without Law, for the Parties are not ſure to obſerve theſe times, and the Defendants which ſeek Delays are not contented with ſo ſhort a time of pleading: the Complainant alſo may know whether it be ſafe for him to take his Oath as aforeſaid, that he is in conſcience perſuaded of his right, and, moreover, paying a Fine for wrong moleſtation, abridged (with them heretofore) the multiplicity of Suits. To abridge the multiplicity of Suits.

Omitting now to ſpeak of other Courts of Equity, and calling Law and Equity to be the Common Law, ſo much commended above the Civil Law, by the ſaid Mr. *Forteſcue*, ſometimes Lord Chief Juſtice of the King's Bench, in the time of King *Henry* VI. who hath obſerved five Points wherein the ſame conſiſteth; let us obſerve many more, to extol the excellency of the ſaid Common Law, as followeth ſummarily.

1. Firſt, Becauſe of the Antiquity thereof; for that in all the times that the Realm was inhabited by five ſeveral Nations, the ſame was ſtill ruled by the ſaid Cuſtoms that it is now governed withall; which if they had not been good, ſome of the Kings of theſe ſeveral Nations, moved either with juſtice, or with reaſon and affection, would have changed or aboliſhed the ſame, eſpecially the *Romans*, who judged all the world. Excellency of the Common-Law of *England*.

2. Secondly, For that the Kings of *England* at their Coronation do take a ſolemn Oath, to cauſe all the Cuſtoms of the Realm to be faithfully obſerved according to the former inſtitution.

3. For that the ſaid ancient Cuſtoms or Maxims thereof are inexpugnable, and do ſtand of their own Authority as Principles, which need no reaſon to confirm their Authority, as the Laws of *Solon*, *Draco*, *Carondas*, *Licurgus*, *Numa Pompilius*, and the Law of Twelve Tables, *&c.*

4. Becauſe all Differences and Controverſies, which happen between the King and his Subjects, are tried and determined by the Law; and if it be done in Parliament, or by the Judges, it is ſtill according to the Law.

5. Becauſe the King perſonally giveth not any judgment, eſpecially when himſelf is a Party, ſeeing it is againſt the Law of Nature to be both Judge and Party.

6. For that notwithſtanding the Deceaſe of the Kings of *England* from time to time, the Judges of the Courts of Record, that is to ſay, of the Chancery, of the King's Bench, of the Common-Pleas, which do ſit as Judges by the King's Letters Patents,

do remain authoriſed, and their power ended not immediately with the King; howbeit the ſucceeding Kings do confirm them in their Offices, whereby all Seditions are prevented during the *Inter-Regnum.*

7. For that with indifferency, without regard of perſons, it commandeth as well the Nobility, and other Perſons of Dignity, by way of Utlagare, or Out-law, as the meaneſt Subjects.

8. For exerciſing a power over the Judges, which are not to judge of the Law, but yb the Law; and therefore is the word *Judicium* properly attributed to their determinations, even as the word *Decretum* is underſtood of the Ordinances or Sentences of the Magiſtrates, following Equity (as it were) without Law. For there is the like proportion between the Law and execution thereof, called *Legis Actio*, as there is between Equity, and the Duty of a Magiſtrate, called *Judicis Officium.*

9. For that the Officers thereof are authoriſed according to the quality and due execution of it, by a proportionable diſtribution, namely, The Judges for term of life, and Officers ſubalterne, changing from year to year, to the end the adminiſtration of Juſtice may be more indifferent.

10. For the diverſity of the tryal thereof in ſeveral Courts, according to Law and Equity, is the cauſe of an agreeing and moſt neceſſary diſcord, as it were, *Concordi Diſcordiâ*, whereby the Body of Juſtice is ſupported by ſtriving, as the Stones upholding a Vault, as *Cato* ſaith.

11. For that the Judges, in criminal Cauſes, do change from time to time their Circuits; and inferiour Judges of the Court do execute the place as well as ſuperiour Judges, whereby Partiality is prevented.

12. For that the Law tendeth moſt carefully for the good and preſervation of life and goods of every honeſt and good man; ſeeing that even in criminal Cauſes, it hath provided (as much as may ſtand with juſtice) a help and favor, permitting the Judges to order the pleading of Offenders, and to inſtruct them to avoid miſpleading, and giving them leave to except againſt the Jurors which they diſlike.

13. For that it doth forbid the Sale of Offices, thereby intending due adminiſtration of Juſtice; for where Offices are ſold (as it were) by the Great, there Juſtice is commonly ſold by Retail.

14. Becauſe the ſame is moſt agreeable with the nature and diſpoſition of the People, and the quality of the Countrey, which, by reaſon of the Fertility, affordeth very convenient means for the tryal thereof by Juries of twelve men, the nature of the People being gentle.

15. Becauſe men are to reduce the ſtate or iſſue of their Cauſe upon one peremptory Exception to be tryed by the Verdict of Twelve men, whereby matters are determined with expedition.

16. For that it commandeth not any thing but what is honeſt, reaſonable, and poſſible in it ſelf, and all impoſſibilities are excluded thereby.

17. For that thereof may be made an Art or Science in manner before declared, ſeeing the ſame is finite in her Precepts, according to the old Maxims or Principles, whereunto every thing being reduced and explained, as aforeſaid, all ambiguities and dark ſentences would be taken away, and the Judges ſhould eaſily give a clear underſtanding thereof, according to the order of *Solon*, who made the *Areopagites* of *Athens* to be as Guardians of the Law.

18. For that the tryal thereof by a Jury of Twelve men upon one Point peremptorily, or in certainty, is brief and ſubſtantial, becauſe the Witneſſes which are produced before them (by whoſe evidence the ſtate of the Cauſe is made) muſt be approved by the Verdict of Twelve men, as aforeſaid.

19. For that matter of Fact is diſtinguiſhed from the matter of Law, and is accordingly decided either by the Jury, upon the matter of Fact, or by the Judges upon Demurrer, or otherwiſe upon the matter of Law.

20. For the indifferency of the tryal of Controverſies and Queſtions between the Native Subjects and Aliens: for they may have their tryals *per mediatatem linguæ*, that

is

is to say, half the Jury of strangers, and the other half of English subjects, to avoid partiality.

21. For that the Serjeants and Councellors at the Law are to give counsel, and to help the poor, which are not able to prosecute Law at their own charges, which they do *in Forma Pauperis*, by direction of the Lord Chancellor, and the Lords Chief Justices of the Kings Bench and Common Pleas.

22. Finally, the Common Law is excellent for having fewer faults and imperfections than any other Law, being most sufficient to uphold the Commonwealth in quietness.

Thus the Common Law of *England* hath, like a Queen, a predominant power, from whence proceedeth mutual love and sure amity from the Prince to the Subjects; and from the Subjects again due obedience to the Prince, in a most pleasant harmony and concord, deserving the name of a Law received, published and recorded, without any reason to be rendred for the same (as it were) *Lex cum Prologo*, wherewith *Seneca* found fault, when he said, *Jubeat lex, non suadeat.* And as the Law is derived *à ligare*, to bind, so is the whole State of the Commonwealth bound to the Head, and may be made easier in practice: for, as the said *Seneca* saith, *Nil est quod pertinax opera, & diligens cura, non expugnat.*

Of the Laws of the Kingdom of France.

THE Laws of *France* are either written or customary, and according to this Division the Countrey is divided. *Acquitanie*, and a part of *Celtica* next unto it, is called *Pays de Droict escript*, because the Civil Law of the *Romans* is there in force: the reason whereof is thought to be, because the *Romans* did continue long in those Parts, after the *Franks* had made a thorough Conquest of the other. *Belgica*, and the other part of *Celtica*, is called *Coustumier*, because, for the most part, they are governed by their ancient Customs, which, amongst them, have the force of Laws: howbeit, neither the Civil Law, nor the Customary, are further in force, than they are agreeable with the Edicts of the King. Written Law. Ancient Customs.

Under the Law written, are comprehended the
- Civil Law.
- Kings Edicts and Ordinances made by advice either of the Privy Council, or of the Three Estates.
- Arrests or Ordinances of the Courts of Parliament.

In the erections of their Universities of Law, the King expresly declareth, That they are not bound to the Civil Law, neither receive it for further use, than to draw instructions of good Government and Reason from it, as appeareth in the Charter at *Orleans*, by *Philip le Bell*, Anno 1312. wherein he sheweth, that this Realm is governed by Custom, and not by the Civil Law; except in some Provinces, which the Kings have permitted in some Cases so to do, not as bound, but as willing to continue the Law which their Subjects of ancient time have used. So that the Civil Law generally is not in force, but only for direction, and form of pleading and proceeding in the order of the Process: and where it is most in force, the Courts of Parliament have Authority to construe and interpret it, as they think good.

Of all the written Laws in *France*, the Ordinances and Edicts of the King are most in force, insomuch as they are acknowledged for the onely Laws, and all other have their life from them, and are so far forth available as they are strengthned by them.

The Arrests of the Courts of Parliament are of great Authority, being pronounced in the Name of the King, and are as Laws to be followed in all Cases.

In like manner their Ordinances are to be followed only during the time that the King provideth, not otherwise, and in their own Circuit only; for they have not Authority to make Laws general and perpetual.

The Customs which divers Provinces claim, are, of late Years, drawn into writings, and published in Print, for the more easie understanding of them, and the avoiding of confusion; so that now all the Laws of *France* may be said to be written Laws: this was begun in the time of *Charles* VII. *Anno* 1453. and ordered also in the time of *Henry* III. *Anno* 1579.

Subsidies and Impositions.

Clergy, Nobility, and Commonalty.

This manner of Government causeth Subsidies and Impositions to be made as Revenues of the Crown by the King's Authority, which were at the first granted by the Three Estates, upon urgent necessity of the Affairs of the Realm only, but now they are grown to be ordinary. *Charles* the Seventh was the first that made them ordinary for the payment of Soldiers, *Francis* the First, and *Henry* the Second did the like.

Personal Subsidies are taken by the Poll, whereof Ecclesiastical men, Noblemen, and Officers of the King, Queen, and Children, are exempted.

Real or patrimonial Subsidies are levied by Lands in some Provinces, as *Languedoc* and *Provence*, whereof no persons are exempted.

Mixt Subsidies are levied of the Yeomanry, and some persons of means.

The greatest Imposition is upon Wines, now fifteen souls upon every mew.

Magazines of Salt.

And upon Salt, appointed by *Philip de Valois*, called Magazines or Gremers for Salt, forbidding Merchants to traffick for it, setting a rate of four Deniers upon every pound of Salt. *Francis* the first made the same perpetual, as the Domaines of the Crown; and all men are compelled to buy it at the Magazines, upon pain of punishment. This Impost is letten to Farm for Two Millions of Crowns, or Six hundred thousand pound sterling yearly.

The Right of the Sea belongeth to the King, and he may lay Impositions 30 Leagues from the Land into the Sea, if no other Sovereign Prince be not within that Precinct.

Courts of Parliament.

There are Eight Courts of Parliament in *France*, and Eight Chambers of Accompt.

Courts of Accompt.

At	*Paris* erected 1302, by *Philip le Bell.*	At *Paris.*
	Thoulouse also, and confirmed by *Charles* the 7.	In *Bretaign.*
	Grenoble 1453, by *Lewis* the 11.	At *Dion.*
	Bourdeaux 1462, by *Lewis* the 11.	At *Montpellier.*
	Aix 1501, by *Lewis* the 12.	In *Dolphine.*
	Dion 1476, by *Lewis* the 11. for *Burgundie.*	In *Provence.*
	Roan 1449, by *Lewis* the 12. for *Normandie.*	At *Blois.*
	Rheames 1553, by *H.* the 2. for *Bretaign.*	At *Roan.*

Of the Salique Law of France.

IT is an usual received Opinion, that *Pharamond* was the Author of this Law: others think it was so called of the *Gaules*, that were called *Salie*, amongst whom that Law was established; for the ancient *Gaules* termed all their Laws either Ripuary or *Salique*, and in the time of *Charlemain* they were called *Saliques*. Nevertheless it is thought to have been invented of latter time, as by *Philip le Long*, to frustrate the daughters of *Lewis Huttin*; or else to have had the first strength from an usual custom of all *Barbarians*, which was never to suffer the Females to inherit the Crown: And so being begun in the first and second Line of the Kings, it hath continued in the third, and by custom it is rather confirmed, than to be proved to be a Law at any time ordained, having been little account made thereof, until the Controversies between *Philip le Long*, and *Endes* Duke of *Burgundie*, who claimed it for his Niece *Jane*, daughter to *Lewis Huttin*, and *Philip de Valois* with *Edward* King of *England*. The Book of the *Salique* Laws is but a Collection, howbeit there is no Example ever heard of, that any Woman governed.

Of the Laws of the Higher *and* Lower Germany, *concurring with the Civil Law, and the Courts of Equity, in substance.*

THE Courts of Equity beyond the Seas, after Bill and Answer, Replication and Rejoinder, and sometimes Duplication, and at last Conclusion, with the examination of Witnesses in serious manner; The whole Proceedings are delivered to certain Doctors or learned men, (which are as Masters of the Chancery, or belonging

longing to certain Universities) to be abbreviated, which is called *ad rotulandum*, who do cut off all superfluous things, which upon the matter are confessed on both sides, or are not material to the state of the Cause, to bring the differences between the parties to certain points or heads; whereupon the said parties (with the advice of the Advocates or learned Councel) do dispute and debate the said differences, to bring them (as it were) ripe and perfected before the Judge: For if the Defendant will take (covertly) any exceptions against the Judge of that Jurisdiction, he may have the whole Process made up in the name of *A. B.* and *C. D.* as it were Complainant and Defendant, without naming either of the parties, and the same to be sent under the Town-Seal unto Doctors, or other learned men of Universities, elected thereunto in other Jurisdictions, which do give their sentence or judgment thereupon, and return the same back again under Seal, before the Judge where the Cause was depending; who calling both Parties before him, demandeth of them, whether he shall open the Process, and whether they will stand to the judgment therein contained? And if the Complainant descend thereunto, then is the Defendant thereby concluded, seeing he had his choice, and did (in a manner) appeal from the Judge, whereupon execution is presently had, and matters are ended with expedition. To abbreviate long Process.

By the premisses we may observe, how other Laws are variable, and subject to alteration, and that the Law-Merchant is constant and permanent in her customs, which therefore are not to be infringed, but seriously to be maintained by all the four precedent means, or some selected course of execution to be devised, concurring with the same: For the better furtherance whereof, and more exact explanation by contraries, I have, for a Corollary of this Work, added hereunto three Paradoxes, alluding to the said three Essential parts of Traffick, which will illustrate the most material consideration to be had in the course of Traffick and Trade.

CHAP. XVIII.

Three Paradoxes, alluding to Three Essential Parts of Traffick.

HAving heretofore published a Treatise, Intituled, *England's View in the unmasking of two Paradoxes*, which had been presented unto the *French* King *Henry* IV. as a matter of great consequence, and considerable in the Government of Common-weals; and finding that the true understanding of them, (with a third Paradox observed by me) did properly allude to the contents of this Book, or the three Essential parts of Traffick, namely, Commodities, Money, and Exchange for Money. I did resolve to handle the substance of them for a Corollary of the same, the rather, because Paradoxes are things contrary to the vulgar opinion, and will also make all the premisses more manifest and apparent by their conclusion. Paradox, what it is.

The said two Paradoxes presented by Monsieur *Malestroit*, one of the Officers of the Finances or Treasury in *France*, were as followeth, saying:

I. *That to complain of the general dearth of all things in* France, *was without cause; for there was nothing grown dear these Three hundred years.* Commodities.

II. *That there is much to be lost upon a Crown, or any other Money of Gold and Silver, albeit one do give the same in payment at the price he did receive the same.* Money.

The third Paradox which I have added hereunto, is,

III. *That*

Exchange.

III. *That the imaginary Moneys ſuppoſed in Exchanges for Money, made by Bills of Exchanges, do over-rule the courſe and property of real and Subſtantial Moneys* in ſpecie.

Gold and Silver are the Judges of good cheap or dearth.

Monſieur *Maleſtroit* ſaith, That ſince the ancient permutation hath been changed in buying and ſelling, and that the firſt riches of men (which conſiſted of Cattel) was transferred to the Gold and Silver, whereby all things have received their eſtimation; it followeth that thoſe metals are the right Judges of good cheap or dearth of all things.

We cannot ſay that any thing is dearer than it was Three hundred years ago, unleſs that for the buying thereof, we muſt now give more Gold and Silver than we did then: But for the buying of all things, we do not give now more Gold or Silver than we did then, therefore (ſaith he) nothing is grown dearer in *France* ſince that time.

To prove this, he doth alledge, That during the Reign of King *Philip de Valois*, in the year 1328. the *French* Crown of the flower-deluce (as good in weight and fineneſs, as the *French* Crown of the Sun now) was then worth but Twenty *Soulz tournois*, commonly accounted to be Two ſhillings ſterling. In thoſe days (ſaith he) the *French* Ell or Yard of Velvet was worth Four Livers, which is Four Crowns, or Eight Shillings ſterling: the ſaid Ell of Velvet doth now coſt Ten Livers, or Twenty Shillings, and the *French* Crown which was then valued at Two ſhillings, is now valued at Fifty *Soulz*, or Five Shillings; ſo that Four Crowns do make the ſaid Twenty Shillings, yet the ſaid *French* Crowns do not contain more Gold in weight or fineneſs than before; and, conſequently, the Velvet is not now dearer than it was then.

The Gentleman that hath now Five hundred Livers by the year to ſpend, hath no more than he that had One hundred Livers to ſpend in thoſe days: and, in like manner, he proceedeth for Corn, Wine, and other Commodities, and thereupon concluded, That the dearth of all things is but imaginary, and a vain opinion, to conceive that things ſhould be dearer now than in thoſe days.

The ſecond Paradox.

THere is much to be loſt upon a Crown, or any other Money, although the ſame be given in payment at the price it was received.

This (ſaith Monſieur *Maleſtroit*) is an old and common Error, rooted in the judgment of moſt men, that are far from the mark, and without their reckoning, as he will manifeſt in the former terms.

In the aforeſaid time of King *Philip de Valois*, the *French* Crown aforeſaid, was worth but Twenty *Soulz*, which is now currant for Fifteen *Soulz*.

The Gentleman that had Fifty *Soulz* Rent or Income, did receive for it two Crowns and an half, or ſo much in Silver accordingly; for which two Crowns and an half, he had half a yard and half a quarter of Velvet, after the Rate of four Livers the yard, which was the price of Velvet then: Now for this Fifty *Soulz*, the Gentleman doth receive but one Crown, or ſo much of ſilver money, and that for one Crown now he can buy but one quarter of a yard of Velvet, after the Rate of ten Livers that Velvet is now worth, whereas before he had half a yard and half a quarter, although he have given the ſame in payment for Fifty *Soulz*, which is the price for which he received the ſaid Crown; and ſo proceedeth with other the like Examples, in the buying of Commodities with Silver Coin, or in the receiving of Rents or Incomes, adding further thereunto, That if any man will object and ſay, I care not what the Crown Liver or *Soulz* is worth, ſo as I having an Hundred Livers of Rent paid me, and that I can pay out again the ſaid Hundred Livers. This man (ſaith he) muſt then make proof, that he can have now as much Ware for two *Soulz*, as he could have had in times paſt for two *Soulz*, which were of fine Silver, and now almoſt of Copper; and in doing ſo, he ſhould make a third Paradox more ſtrange than the former: for he ſhould go about to prove every thing to be become better cheap, which cannot be proved.

The

The ſubſtance and intention of theſe two Paradoxes is (ſaith he) to ſhew that the King and his Subjects do buy all things as dear as in times paſt, for that they muſt give as great a quantity of gold and ſilver as in times paſt: but by the inhauncing of the price of the money of gold (from whence of neceſſity proceedeth the abating of the ſilver money;) the King doth not receive, in payment of his Revenues, ſuch a quantity of gold and ſilver, as his Predeceſſors. In like manner, Noblemen, and Gentlemen, that have great Revenues and Incomes, do not receive ſuch a quantity of gold and ſilver as in times paſt, but are paid (as the King is) in copper, in lieu of gold and ſilver. For which copper, according to the ſecond Paradox, they cannot have ſo much Wares, as they might have for the like quantity of gold and ſilver: ſo that the loſs which we have by the growing dear of all things, cometh not by giving more, but by receiving leſs quantity of gold and ſilver than before; whereby we ſee manifeſtly, that the more we do inhaunce the price of money, the more we loſe.

Inhauncing of gold abateth the ſilver, in regard of proportion between them.

Monſieur *Bodin*, the famous and learned Politician, took upon him to make anſwer to thoſe two Paradoxes, being of another opinion, and ſetteth down other cauſes of the dearth of things, which are five in number, namely:

The great *French* Politician.

1. The principal and almoſt onely cauſe, the abundance of gold and ſilver now extant in the Kingdom more than in times paſt.
2. The Monopolies.
3. The want of things cauſed by exceſſive Trade and waſte thereof.
4. The pleaſure of Princes that advance the price of things.
5. The alteration of the valuation of money.

To prove the firſt caſe and principal, he alledgeth divers Examples: *Plutarch* and *Pliny* do witneſs, that *Paulus Emilius*, after the Conqueſt of *Macedon* againſt the *Perſians*, did bring ſuch abundance of gold and ſilver to *Rome*, that the people were freed of all Impoſts, and the price of Lands advanced unto two third parts ſuddenly. The Emperor *Auguſtus* brought ſuch great Treaſure from *Egypt*, that the price of Uſury did decreaſe, and Lands became much dearer: and the like of *Jeruſalem*, by the coming of the Queen of *Candace*: and in the *Weſt-Indies*, by the *Spaniards* Conqueſt there. And hereunto he maketh a compariſon of the want of money in times paſt, for the payment of the ranſom of Princes taken Priſoners in thoſe days, and the means of the increaſe of wealth, by the diſcovery of the *Weſt-Indies*; the propagation of the people in *France*, their Trade for *Turky* and *Barbary*, their Bank at *Lyons*, and other Accidents.

Examples of great wealth.

The *French* King *John* in *England*, &c.

Concerning the ſecond cauſe of Monopolies, he doth paſs over the ſame as a matter not conſiderable, and doth limit Monopolies onely to the Combination of Merchants and Artificers, in the ſetting of a price to Commodities, or their handy-work, by augmenting their wages.

Touching the third cauſe of the dearth of things, by the want or waſte of them, he obſerveth ſome eſpecial things; that Corn and Wine are better cheap during the time of War, than Peace: becauſe the Husbandman is driven to ſell, and to make money of his wares, and the Gentleman finding the ſame periſhable, when the Merchant dare not lade his Ships, doth abate the price of Commodities, and maketh the people to live good cheap; which, according to the Proverb, (*France can never be famiſhed*) would always continue, if by the means of the Stranger their Store-houſes were not emptied.

The Fertility of *France*.

Concerning the fourth cauſe, of the pleaſure of Princes, impoſing a price upon Commodities which they do affect: *Plato* ſaith, That it is a general Rule in State-matters, that Princes do not only give Laws unto their Subjects, but alſo by their example they do change the manners of men; to which purpoſe he doth uſe the example of their King *Francis* the firſt, who, being hurt in the head, cauſeth his hair to be cut off, wherein the people did preſently imitate him. We have ſeen (ſaith he) three great Princes ſtriving (as it were) who ſhould have the moſt learned men and beſt artificers, namely, the ſaid great King *Francis* the firſt, *Henry* the eighth King of *England*, and Pope *Paul* the third; inſomuch that the King of *England* could never have the learned and reverend

The example of Princes doth change the manners of men.

reverend *Beda*; and the *French* King did pay 72000 Crowns for a Diamond, rather than King *Henry* ſhould have had it. Hereupon preſently the people did give themſelves to ſtudy and to buy precious Stones, when the Nobility did imitate the King: and when the King gave over the ſame, the price of them was much abated.

If any man ſhould here object (ſaith Monſieur *Bodin*) that if things ſhould ſtill become dearer, partly through the waſte, and partly for the abundance of gold and ſilver, no man ſhould be able to live becauſe of the dearth of things. It is true, but the Wars and Calamities, hapning to a Commonwealth, do ſtay the courſe of it, as we may note, that the *Romans* have lived with ſcarcity, and, to ſpeak properly, in want and miſery almoſt Five hundred years, when they had but Copper money of a pound weight, and without ſtamp: for their gold and ſilver came unto them in One hundred and twenty years by the ſpoil of all the world, which was brought to *Rome* by the *Scipio's*, *Paulus Emilius*, *Marius*, *Sylla*, *Lucullus*, *Pompey*, and *Ceſar*, eſpecially by the two laſt: for *Pompey* did conquer ſo much Land, as made the Revenue of the Empire to be Eight millions and an half of Crowns. *Ceſar*, notwithſtanding all his Prodigalities, brought to the Treaſury Forty millions of Crowns, having given at one time unto *Paul*, Conſul, Nine hundred thouſand Crowns to hold ſilence; and unto *Curion*, Tribune, Fifteen hundred thouſand Crowns to take his part. *Mark Anthony* went further, as *Plutarch* and *Appian* have written, for he gave unto his Army for their ſervice done, Two hundred thouſand Talents, being One hundred and twenty millions of Crowns: ſo did *Adrian* the Emperor, to have the good will of Forty Legions, give Ten millions, whereby appeareth great abundance of gold and ſilver to have been at *Rome*, but it did not laſt ever: for in leſs than Three hundred years, the *Parthians*, *Goths*, *Herules*, *Huns*, and other cruel Nations, did overcome the Empire, and all *Italy*, and overcame the *Romans*, burned their City, and took the ſpoil of them. The like doth happen unto all Commonweals, to wax and increaſe by little and little, and to flouriſh, for a time, in wealth and power, and afterwards to grow old, and decline, until they be utterly ruinated and deſtroyed.

Copper money of one pound weight

Great wealth of the *Romans*.

The property of Commonweals.

Touching the laſt cauſe of the dearth of things by the alteration of money, he ſheweth how Monſieur *Maleſtroit* hath miſtaken the matter in the monies themſelves made within Three hundred years: For whereas he ſaith, That St. *Lewis* cauſed the firſt *Soulz* to be coyned worth Twelve Deniers, whereof Sixty four pieces went to the Mark weight of eight ounces; and that in *Philip de Valois's* time, the Crown of the Flower-de-luce without number, and as good as the Crowns now, was valued but at Twenty *Soulz*, and that afterwards King *John* cauſed the *Franks* to be made of fine gold, which were but valued at twenty *Soulz*, and that the *Soulz* of ſilver was worth five of our *Soulz*: he doth not ſay of what weight and fineneſs the money were in thoſe days, and in concluſion he ſaith, That the price of things is not altered by the valuation of money.

But if Monſieur *Bodin* (according to his wiſdom and deep judgment in other matters) had duely conſidered of theſe two Paradoxes, he would have made a direct anſwer thereunto, before he would have proceeded in his former diſcourſe.

The contrariety of the Paradoxes.

The firſt Paradox being conſidered with the ſecond, will ſhew a manifeſt Contradiction or Contrariety: for the firſt doth conſiſt in giving of more gold and ſilver for Commodities now, than in times paſt, which he denieth: and the ſecond, in receiving leſs Commodities for the gold and ſilver now, than in times paſt, which he affirmeth; which both ways is to be taken in nature of commutation.

Now if we do not give more quantity of gold and ſilver for Commodities than in times paſt, how can we receive leſs Commodities for the gold and ſilver, and thereby receive a loſs, as in the ſecond Paradox is alledged?

Again, If we do receive leſs quantity of Commodities for gold and ſilver than in times paſt, according to the ſecond Paradox, whereby we ſuſtain a loſs, how can the firſt Paradox be True, That nothing is grown dear, for that we give no more quantity of gold and ſilver than in times paſt, Commodities and money lying by this compariſon in an equal ballance?

But

But let us admit, that Monſieur *Maleſtroit* had an intention, which he might have expreſſed in few words, if he had had the true ground, and underſtood the matter he went about, by proving only that when moneys do alter in weight, or in fineneſs, or in valuation, or in all three, the price of things doth alter only by denomination, if the valuation be made accordingly: yet Monſieur *Bodin* had not made a good interpretation of the ſaid Paradoxes, and miſtook the true ground of the matter in queſtion touching the prices of Commodities, which he compared within themſelves in the Realm of *France*, whereas the compariſon ought to be of the inhancing of the price of the Commodities of one Countrey, with the price of the Commodities of other Countreys, and thereby find out, whether things are grown dear with us or with them in effect. So that they both miſtaking their grounds, we have ſhewed in the ſaid Treatiſe, That they (having loſt *Ariadne* her line, wherewith they entred into the labyrinth of moneys and their properties before declared) are like to a man who, having loſt his way among the woods, the further he goeth, the more he erreth from the right way. Cauſes of the denomination of moneys, &c.

To intreat therefore of commodities and money, in the courſe of Traffick between Kingdoms and Common-weals is not ſufficient; but the exchange of moneys, being the publick meaſure between them, muſt be regarded, as the principal and over-ruling part thereof.

For if a man ſhould frame a Syllogiſm in manner following, he ſhall find the ſame full of fallacies and miſpriſions, nay, a very *Dilemma*.

Nothing cauſeth Merchants to export more money out of the Realm than they bring in, but only the bringing in of more Commodities into the Realm than they carried out;

The undervaluation of our moneys, cauſeth no more Commodities to be brought into the Realm than is carried out;

Ergo, the undervaluation of our moneys, cauſes not more money to be carried out of the Realm than is brought in, as is declared in our laſt Treatiſe, to hinder the inhancing of our moneys, which by the treatiſe of free trade (lately publiſhed) was inſiſted upon. The maintenance of Free Trade.

We do alſo find, that in the year 1577, Monſieur *Garrault*, one of the *French* King's Council, did exhibit two Paradoxes concerning moneys, which may (in regard of the former) ſeem more paradoxical or ſtrange, not only to the vulgar opinion, but alſo to the judgment of the wiſer.

The firſt is an Aſſertion, *That moneys have not changed their values.* Two other Paradoxes.

The other, *That by the inhancing of the Coin, or the price of moneys, the price of commodities becometh abated and good cheap; and that by the reduction and abatement of moneys every thing becometh dearer.*

And foraſmuch, ſaith he, that the matter of money is full of Problems, and may be diſputed on both parts, his deſire is, that ſome gentle ſpirit might be ſtirred up to diſcourſe of the reaſons which may be alledged.

Touching the firſt, *That the value of moneys is not changed*, (omitting to ſpeak of the Cicle of the *Hebrews*, the Staters of the *Perſians* and *Greeks*, and the *As* or *Denier* of the *Romans*) he ſaith, That King *Lewis* 11. did reduce the diſorder of moneys to their former eſtate of King St. *Lewis*, when the *Denier* of gold was eſteemed (in weight) to 12 *Deniers* of ſilver, which is properly to be called the proportion between the gold and ſilver heretofore noted: and hereupon he ſhews how the ſaid proportion hath been altered; yet ſo, that the ſilver was always made correſpondent to the gold, and when the gold either in the mark weight of 8 ounces, was inhanced, and conſequently in the pieces or coins; the ſilver was likewiſe inhanced proportionably, obſerving the ſaid 12 to 1, or ſometimes thereabouts, either a little over or under; and this cauſed him to ſay, That moneys had not changed their values, it being only a compariſon made between the gold and ſilver, which is by weight, and not by valuation to be applied unto every piece of Coin, eſpecially to the *French* Crown of the Flower-de-luce or Sun; and the piece of ſilver called *Douzaine*, alluding to the ſaid 11 to 1, and the application thereof unto the price of Commodities is more abſurd. The weight of 12 of ſilver to 1 of gold, maketh not the valuation of the Mark weight of gold and ſilver, much

leſs the valuation of the pieces coined of the ſaid mark, whereby we ſee how one diſtinction is able to diſpel and diſperſe the foggy myſteries of deceitful fallacies, as the Sun drives away the wind and the clouds, heretofore by me obſerved.

Concerning the ſecond Paradox, he ſaith, that many are of opinion, That the inhancing and augmentation of the price of moneys, engendreth a dearneſs of all things, *quia ſunt præcia rerum:* And that even as, *pro imminutione, quæ in æſtimatione ſolidi fortè tractatur, omnium quoque præcia rerum decreſcere oportet, pari ratione, ſi quod tractatur incrementum, quoque & præcia rerum creſcere debent.* Which opinion (ſaith he) is grounded on the politick Rule, That the value of moneys giveth eſtimation unto all things, which is not ordinarily obſerved: for Princes and Magiſtrates are many times conſtrained to endure the incommodities of the time, by their prudence and underſtanding; ſo that all Laws are not obſerved, by conſequence following each other, whereby it cometh to paſs, that the price of wares followeth not the price of moneys, but the common cuſtom; for money was made to no other end, but to maintain and continue the Trade of Merchandize, by means whereof the Commodities and Neceſſaries are brought from one place to another, to avoid the ancient, painful, and troubleſom permutation: which Traffick is two-fold, namely, within the Realm, and in Foreign Countreys: within the Realm the money is more commodious than neceſſary, but for the ſtranger moſt neceſſary, and therefore muſt be of a fine ſubſtance, as gold and ſilver, to be incloſed in a ſmall room, to tranſport great matters from one place to another: and if we will merely conſider of this ſubſtance and effect of ſtrange Negotiation, we ſhall find nothing but a masked permutation of one thing, for ſome certain quantity of gold or ſilver: for he that trafficketh in Foreign Countries, hath not ſuch regard to the value impoſed upon money, as to the intrinſique goodneſs which giveth the value, and hath the ſame function in other places, according to which inward goodneſs, he ſetteth a price unto his Commodities, to make thereof the like quantity of gold or ſilver, as he hath laid out over and above his charges and profit; ſo that the moneys remaining ſtable and firm, the price of Wares and Merchandizes remaineth certain without any augmentation, to ſhew that there is no inhancing of the price, becauſe of the augmentation of the price of moneys, which will make us hereafter to ſee the good cheapneſs of all things (as he ſaith) for he that cauſeth ſome Foreign Commodities to come within the Realm, knowing the alteration of the price of moneys, according to the unbridled will of the people, will make the price of his Commodities accordingly. And this the ſaid Monſieur *Garrault* doth declare, by examples of Velvets, and other Commodities, and therefore he is of opinion, that moneys inhanced ſhould be reduced again to their price, and that all Debts made before that time ſhould be ſatisfied *à lequipollent*, according to the rate, *Ut pecuniarium una & eadem ſit ſemper poteſtas, & perpetuâ eſtimatione difficultatibus permutationum, æqualitate quantitatis ſubveniat*, &c.

A good obſervation to be had by Merchants.

Many other reaſons (concurring with the former) are by him alledged, which I omit, becauſe the whole foundation, of the ſaid Paradox, is merely an Abuſe of the People, as himſelf hath noted, admitting alſo the tranſportation of money, and finally confeſſing the inhancing of the price of moneys, and conſequently the ſale of commodities accordingly. All which is far from the preſent courſe of Traffick, when the courſe of Exchange is not conſidered withall, as ſhall be declared. True it is, as the Civilians ſay, concerning contracts of commodities ſold before the inhancing of moneys, that *valor monetæ conſiderandus & inſpiciendus eſt à tempore contractûs, non autem à tempore ſolutionis:* but this, not being obſerved, was the cauſe that many Merchants agree to pay for commodities in currant money for Merchandize, others that ſell commodities agree to be paid *in ſpecies* of ſo many Ducats, Dollars, *French* Crowns, or other Coins, which is of late years eſtabliſhed to prevent the inhancing of Coin, and yet it cannot be ſufficient to prevent the ſaid incertainty of the price of commodities. If the ſtandards of the ſaid moneys were by allay of copper altered, much leſs would the advice given, that Merchants Accompts ſhould no more be kept in Livers and Soulz, but in *French* Crowns, to hinder the inhancing of moneys, which in

The power of money tranſferred to the Exchange of money.

ſome

ſome Countries is ſecretly practiſed to be done of meer policy, when by publick Authority it is forbidden, and might be effected, as within the Realms of *England*, *Scotland*, and *Ireland*, and other His Majeſties Dominions, where the moneys are not inhanced between man and man, and remain currant according to their price, until the King's Authority do alter the valuation by Proclamation, albeit by exchange it is not ſo; and therefore, according to my third Paradox, we ſhall find,

That the imaginary moneys in Exchange, do over-rule the ſubſtantial moneys in ſpecie: For the Merchants valuation, of moneys in Exchange, doth over-rule the King's valuation of moneys within the Realm. For when the King hath valued the ſhilling piece at 12 *d.* Merchants undervalue the ſame in Exchange at 11 $\frac{1}{2}$ *d*, and 11 *d.* not only in the price of Exchange, but alſo receiving beyond the Seas the inhanced moneys above their values, and not valuing of them in Exchange accordingly, as before hath been obſerved concerning the valuation of moneys, and the imaginary Coins, or rather Moneys, whereupon Exchanges are made for ſo many ſeveral places. The third Paradox.

The late Earl of *Dunfermling* (Lord Chancellor of *Scotland*) did propound unto the King's Majeſty in the year 1610, a certain Propoſition touching the inhancing of Gold, his Lordſhip being of an excellent judgment in Mint Affairs, That the *French* Crown of the Sun, which never went in *England* (to uſe his own phraſe) all Queen *Elizabeths* time, above 6 *s. Engliſh* money, went now for 7 *s.* and 3 *d.* and that the *Engliſh* double ſoveraign of 20 *s.* went in *France* for 11 francq; or 22 *s.* and that both ways there had been no alteration in the ſtandard. Whereupon he did demand, in writing, what was the cauſe of the ſaid difference or alteration? If this proceed (ſaid he) from the goodneſs of the Gold, that it is better in fineneſs and allay, or in weight, or from the weakneſs of the ſilver, that it be worſe than it was either in fineneſs and allay, or in weight, then is the cauſe intrinſick and ſubſtantial, and may be eaſily conſidered and reſolved, if it be good or evil, to be entertained, maintained, and ſet forward, or rejected, and ſtayed from all further courſe: if there be any other cauſe or reaſon, it muſt of force be extrinſick and accidental, let the ſame be ſearched out: if it be good to the Princes and Eſtates weal and commodity, it ſhould be aſſiſted and continued: if it be tried evil, proceeding from the policy and craft of Tradeſmen, tending only to private gain and commodity, prejudicial to the Prince and State, to be gain-ſtood and expelled. This proportion being ſent unto me by a great Perſonage, then in high place, was made plain by demonſtration, to proceed of an accidental cauſe, by advancing the valuation of Gold partly in *England*, when Crown Gold was valued from 55 *s.* the ounce, to 3 *l.* and partly in *France*, when they did advance the *French* Crown *in ſpecie* five *Soulz*; adviſing therewithall, that to remedy the ſame, it was not to be done by inhancing of our Gold ſtill more and more, but in the price of Exchange between *France* and us, otherwiſe we ſhould undervalue too much the ſilver of the Realm to our exceeding loſs, ſhewing withall how eaſily this might be done, without alteration of the proportion obſerved between gold and ſilver for moſt places. But the contrary was approved, and Crown Gold was more inhanced to 66 *s.* the ounce, by two ſeveral Proclamations, which hath proved the loſs of our Silver in bullion or weighty coin, daily breeding greater inconveniences by the want of our moneys, which by reaſon of the undervaluation in Exchange, and not by undervaluation *in ſpecie*, are continually exported, none imported, but diverted (by gain) for other places, as hath been declared. All which cometh to paſs, for want of true judgment and experience in Mint Affairs, with the conſideration of the ſaid Eſſential parts of Traffick ſo often mentioned, whereof I hope (that in general meetings for the publick) more regard will be had, to the end it be not recorded of us, as it hath been of ſome Parliaments in *France*, that *in populi republica ſententiæ numerantur, non ponderantur:* and then we ſhall be ſaid to underſtand the *Par*, by right diſtinction between the active and paſſive. *Ariſtotle* ſaith, That Action and Paſſion are meerly Relatives, and that they differ no more than the way from *Thebes* to *Athens*, and from *Athens* to *Thebes*: let us diſcern therefore the one from the other, and we ſhall find that as the Liver (*Money*) miniſtreth ſpirits to the Heart (*Commodities*) and the Heart to the Brain (*Exchange*)

Propoſition of the Earl of *Dunfermling*.

November, 1611.

Phyſ. 3. lib. c. 3.

ſo doth the Brain (*Exchange*) miniſter to the whole *Microcoſm*, or the whole Body of Traffick. Let the Heart therefore, by the Liver, receive his tinctured *Chilus* by his own Mouth and Stomack, and the Bloud (full of Spirits) ſhall fill all the Veins, and ſupply the want of moneys, the eaſie courſe and recourſe of whoſe Exchange ſhall bring all things in tune, and ſerve all mens turns. For even as there are two courſes obſerved of the Sun, the one annual, and the other by daily declination riſing and going under, within the Ecliptick Line, even ſo muſt we obſerve in Exchange two courſes, the one according to *par pro pari*, or value for value, the other riſing or falling from time to time, as hath been ſufficiently declared: whereof the ſaid *Ariſtotle*, *Seneca*, nor *Cicero*, nor any other Philoſopher or Orator could take notice in the infancy of Trade, Exchange not being then invented; neither do we find that any Temporal or Civil Lawyer hath entred into this important ſtudy, for the welfare of Kingdoms and Common-weals (by the Rule of Equality and Equity) hitherto.

Two courſes of Exchange, like the two courſes of the Sun.

To conclude therefore this Paradoxical diſcourſe, I cannot omit to do the ſame, with another Paradox by me obſerved, in the making of moneys of gold and ſilver, namely:

A very ſtrange Paradox.

That a man may commix Bullion to make a certain ſtandard of moneys, either of gold and ſilver, and after the commixture made, ſhall alter the ſtandard, and make the ſame better or worſe, without putting any allay, or ſilver and gold unto it.

That is to ſay, I will melt down eleven ounces and two penny weight of fine ſilver, and eighteen penny weight of copper, both one pound Troy of twelve ounces in weight, making the ſterling ſtandard, and yet my moneys made thereof ſhall be but ten ounces fine. In like manner I will melt down ten ounces of ſilver, and two ounces of copper and more, to make a ſtandard of ten ounces fine, and yet my moneys made thereof ſhall be eleven ounces fine, or ſterling.

To underſtand this Myſtery or Paradox, we are to note, that in the making of a ſtandard of moneys, three things muſt concur, and have an equality proportioned upon the pound weight of twelve ounces Troy, namely, Fineneſs, Allay, and Weight of the pieces made out of a pound, which is the ground-work of the ſubtile Aſſay; according to which, all Aſſay-maſters make their calculation by the mark of eight ounces, or the pound of twelve ounces, making one mark and one half.

Suppoſe now, that (as in ancient time of King *Edward* III.) one pound weight being divided into twelve ounces, every ounce was divided into twenty pieces, or is now divided into ſixty pieces, or three pound making ſixty ſhillings, which then made but twenty, and that theſe twenty pieces or ſixty ſhillings were diminiſhed by the ſheyre, and there is made twenty two pieces, in regard of the twenty or ſixty ſix pieces, in the lieu of ſixty pieces, which is ten in the hundred, that the ſaid pieces are lighter than before, conſidering piece by piece. Now an Aſſay-maſter received one of theſe pieces, to make an Aſſay thereof in manner by us declared (in the Second Part of this Book, in the ſeventh Chapter of the Aſſays of Bullion and Moneys) and having weighed the ſame, he calculateth how many of theſe pieces do make or weigh one pound, and he findeth twenty two or ſixty ſix pieces, or thereabouts, becauſe of the unevenneſs of the ſheyre, which being tried, he maketh report of the fineneſs accordingly: ſo that wanting, in regard of the pound, ten in the hundred by weight, there muſt needs be wanting ſo much in fineneſs, and ſo eleven ounces, molten down, is found to be but ten ounces fine: and in like manner, *&c.* all which in matter of Exchange can be conſidered of and prevented, as it ſhall pleaſe the King's Majeſty, and his Highneſſes Privy Council.

Ebbing and flowing of waters, compared to the falling and riſing of Exchange.

The predominant power of Exchange, riſing and falling in price, may be compared to the ebbing and flowing of the Seas, whereof no reaſon can be rendred, albeit we find the courſe thereof to concur with the increaſe and decreaſe of the Moon, which borroweth her light from the Sun, whereunto we may attribute a natural *Primum Mobile* of moving.

This motion is not ſo perceptible in the Main Ocean Seas, as viſible in the Rivers, Streams and Branches thereof. Even ſo in the Seas of Exchanges, we are to aſcribe the

first motion of rising and falling in the price of exchange unto the Bankers, albeit the operation of it be not so apparent in those main exchanges, as upon the Banks of the course of Traffick by commodities and moneys (subject to inundation) in the particular exchanges of some Countries, which run into the main ocean of exchanges, as a River or Branch of the same.

As this ebbing and flowing is aggravated by accidental causes of Rain, Snow, and the like, by the alteration of weather: so doth the rising and falling of exchange, increase and decrease, by the alteration of State Affairs between contending Princes, according to the use of moneys. And even as the Seas are girt in by God's Commandment, that they cannot overflow the main Banks of the earth; so the course of the rising and falling of exchange in price, may be girt in by the King's Commandment, that it shall not overflow the course or banks of Traffick, to the inundation of our home commodities and monies.

A great consideration, beyond the common capacity of men.

This *Simile* putteth me in mind to remember the Poetical Fiction of the Serpent *Hydra* with many heads, whereof one being cut off by *Hercules*, forthwith another did appear, alluding therein to the River *Nilus*, which had many Branches, whereof the one, being stopt in one place, caused another to overflow in another place, augmenting *Hercules*'s Labors, being therein like unskilful Physicians, which (to cure a Disease) do many times cast the Body into a more dangerous sickness: whereas the learned Physician will find an easie Cure, knowing the efficient cause of the Disease, without which, conceited remedies are but meer shifts and extremities.

Aristophanes hath painted forth the Agony of an aged Man, altogether shipwracked by Usury, who thinking to have found out the way to be eased of his slavery, did propound unto *Socrates* this Demand, That if he should (by the inchantment of a witch of *Thessalia*) fetch the Moon out of Heaven, and bring it away, and afterwards inclose it in a Case of Glass, and so keep it, as he would keep a Fly in a Box. *Socrates* demanding, What good that would do him? He answered, If the Moon do never rise again, I being constrained to pay money by the New Moon, shall be freed from that trouble. A strange shift that this poor man was driven unto (apprehending a shadow for a reason) to pluck by violence the Moon out of Heaven for his help, for, in truth, the witch did her best, and begun to charm the Moon, which when the Usurer understood, did put him in such a pelting chase as was wonderful to behold, for accusing this poor man of Inchantment. At last he went himself to another witch, not only to keep the Moon from coming out of Heaven, but also to hasten the course of Her faster, to recover his Usury the sooner. Good God! what a trouble was the Moon put unto between these two witches? What Storms and Tempests did arise? What horrible Wind did blow? What great Rain did fall? What Flouds ensued every where? So that Countries were almost drowned, and under water, in many places.

The Moral of these Metaphors, concurring with our former Comparison, doth not only shew unto us the Operation and Conjunction between the Moon and Waters, but also the folly of vain conceited Remedies.

The propounded Remedy therefore, for reformation of the Abuse of exchanges, is grounded upon the Rule of Equality and Equity, whose *Antitheta* are Inequality and Iniquity, which every man ought to suppress: Equality is amiable, and accompanied with ease and facility, but inequality is hated and associated with trouble and difficulty. The difference whereof is like this Geometrical Axiom, in commendation of the invention of round wheels to draw and carry loads with a small strength, *Circulus tangit planum unico puncto.* For if the wheels should have been made square, or in any other polyangle and proportion, forty Horses would not so easily draw them, being laden, as two doth now with speed and ease: what easier thing can there be, than to set and command a price in exchange to be observed according to the value and equality of moneys domestical and foreign, and to let all Merchants exchange one with another by Bills of exchanges as they now do, and can agree amongst themselves, but never under that price, seeing it is against all Reason, Nature, and Policy, to undervalue the King's money by exchange, and all the Commodities accordingly, to the incredible loss

A most easie remedy, as aforesaid.

loſs of the Realm. Will not this be as eaſie to be done, as we ſee the Rudder of a Ship doth govern the greateſt Carrack or Veſſel, being but a ſmall piece of Timber faſtened upon the parallel of the keel of the Ship, whereby it is directed according to all the variations of the Compaſs, as we have ſaid elſewhere?

Let the practice hereof aſſure us, and we ſhall not need to ſeek the *Golden Fleece* in *Colchos*, which we have within our own Iſland of *Great Britannia*; our feeble Pulſes will be felt, when our Hammers ſhall beat in the Mint, for Moneys and Bullion, are (to the State) a ſecond life.

Hedgmints, what they be.

If any *Hedgmint* (for ſo do the States of the *United Provinces* of the *Netherlands* call the Mints of petty Lords, which by falſified ſtandards do imitate to coyn the money of other Princes) ſhould ſeek to maintain inequality, all their imaginations will prove to be but Chymera's and Toys: for it will be eaſier for the King to alter the price of this equality of Exchange accordingly, than it is for a Miller to turn his Mill to grind his Corn with all winds; inſomuch, that when it ſhall be once eſtabliſhed and known, there will not want ſome Backbiter or *Momus*, to make little eſtimation of this *Columbus* Voyage to the rich *Indies*, and go about to diſgrace this great ſervice to the King and Commonwealth, for they ſhall be able to ſet an Egg on the end (by way of imitation) as others did, when they ſaw it done before.

Prerogative Royal, to ſet a price for moneys,

By theſe means ſhall the ancient Office of the King's Royal Exchanger be ſupplied, and it is one of the greateſt Prerogatives the King hath, to ſet down a price on his own coyn, and thereby to give a certain meaſure to buy and ſell, which is by the Merchant's exchange and connivence of toleration by Foreign States abridged, and in a manner fruſtrated: And it imports the King more to reform this exchange, than any other Prince, becauſe God hath ſo bleſſed *England*, that no Nation in Chriſtendom trafficketh ſo much in Bulk of Staple Commodities as this Realm, which *Boterus* (though altogether *Spaniſh* in times paſt, and no Friend to *England*) confeſſeth, that two years before the taking of *Antwerp*, all the Wares of Chriſtendom being valued and ſummed (by the Officers of that City) which were vented there in one year, (the whole being divided into ſix parts) the *Engliſh* amounted to four parts thereof; which is the cauſe alſo that *England* hath the head of exchange, which is our Baſis and Foundation of our Twenty ſhillings ſterling, whereupon moſt exchanges are made, and this head may command the members and parts of the body more conveniently by the King's Commandment, as before hath been declared.

Ann. 1584.

The Eaſis of Exchange.

I have, in this Chapter, thought convenient to remember this important matter again, with a Variety of Style, to revive and recreate the ſpirit of the Reader, to the end all the Premiſſes may (in his apprehenſion and conceit) give more delight and pleaſure even to *Natural Mother-Wit*, whoſe commendation may not be omitted.

CHAP. XIX.

The due Commendation of Natural Mother-Wit.

FOraſmuch as all humane Actions, being fallen from Perfection to Imperfection, are to aſcend again from Imperfection, to ſome meaſure of Perfection; *Natural Mother-Wit* caſting her eyes back, *Per varios caſus, per tot diſcrimina rerum*, challengeth the precedency of Art by way of *Proſopopeia*, by her ingenious obſervation of Number, Weight, and Meaſure, under which ſhe hath noted, that all ſubſtantial things under the Cope of Heaven are ſubject. Who will deny (ſaith the intellectual part of Wit) that even as *forma dat eſſe rei*, ſo I cauſed Dame Nature to perform her Function, by producing ſpotted Lambs: then I overcame the eye-ſight in generation, ſo when the teeth of Infants come forth orderly, & conjoined by my obſervation, are they made an object for the tongue to play upon? Did not I teach thoſe that could not pronounce the letter R. to lay little

Gen. 10. *v.* 37.

little pibble ſtones under their tongue, to elevate the ſame, to make them apt thereto, as alſo to cauſe the ligaments to be broken, without which the *Grammarian* cannot aſcribe to himſelf, *Vox literata & articulata, debito modo pronunciata.* By which Ability, the *Chaldean*, *Hebrew*, *Greek*, and *Latine* Letters, were afterwards by Arts invented, upon which foundation Logick was builded, whereby I cauſed *verum & falſum* to be diſtinguiſhed, and truth to be diſcerned, which the Logicians have ſo much obſcured by their Syllogiſms and Arguments, founded upon Diſtinctions, Diviſions, Subdiviſions, Quillets, and Exceptions, by variety of terms; That, without my help, the truth can hardly nakedly be known, which by Art ſhould be made plain, and not intricate; for a ripe Wit will diſpel the foggy Myſteries of deceitful Fallacies, as the Sun driveth away the winds and clouds. Poets are beholding unto me, whoſe natural witty Faculty maketh them famous, according to the Proverb, *Naſcimur Poetæ, fimus Oratores.* But now Art ſteppeth in, and claimeth the honour of Rhetorick, as deviſed by Her with the help of the facundity and fluency of ſpeech, and is called *Ornatus perſuaſio*, whereunto the celerity of Wit occurreth, ſaying, Soft, Sir, do not take me to be all Wit without Wiſdom, like unto Trees, full of fair Leaves, without Fruit; for lo, yonder cometh Arithmetick, which is the original and ground of all the Seven Liberal Sciences or Arts, without which none of them can ſubſiſt; Her Poeſie, is *Par & Impar.* This foundation was lay'd by me amongſt the Heathens, and unlearned Creatures, of *America*, and other Countreys, to demonſtrate Numbers by Fingers and Toes, telling two, three, four, and ſo to ten, then ten and one, and ten and two, and ſo forth, ſtill making ſigns as they ſpeak, and when they will reckon twenty, they will hold down both their hands to their feet, ſhewing all their Fingers and Toes, and as the Number is greater, ſo will they double and augment the ſign, obſerving the ſame by a little Bundle of Sticks lay'd or ty'd together, and ſeparated aſunder; obſerving thereby their payments and promiſes, according to Number, Weight, and Meaſure. This is that accounting by ſcores yet uſed, whereof their Arithmetick gave denomination before any of the ſaid Arts were invented; and this is properly to be attributed unto me, *ab origine.* For I have noted that, in things created and ingendred, the Elements are numbred, proportionated, and weighed, which is the cauſe of the diverſity of things exiſtent, of Matter, Form, and Privation, whereof even the letters (to deſcribe them) are numbred, and the figures of the leaves of herbs and plants do declare their vertues. Upon this ground of Natural Arithmetick is Geometry builded: for the proportions of all meaſures drawn from unity, which is the fountain of numbers, whereby meaſures are deſcribed, before the Art of it was invented. Is it not my only and firſt obſervation, that Muſick was practiſed by the ſound of the Hammers of *Tubal-Cayn* upon the Anvil, whereby ſo many and ſundry muſical Inſtruments have been deviſed? Laſtly, for Arts Liberal, Is not Aſtrology obſerved, by the Wit of the *Egyptians*, in many hundred years, whereby they have found out the courſe of the Heavens and Stars, with their Diſtances and Dimenſions, explained by Arithmetick and Geometry, whence the Inch, Thumb, Finger, Palm, Hand, Cubit, Brace, Boot, Pace, and all other meaſures and proportions have been derived? The little Infant, not three years old, was taught by me to diſcern his portion, in eating pottage with the Pig, ſaying, Take a Spoon, Pig, when the ſlabbering of the Pig carried away the bigger part, for I did note, before *Euclide*, that the whole is bigger than his part, whic, hdivided into equal parts, are all alike.

Grammatica.

Logica.

Rhetorica.

Arithmetica.

Geometrica.

Muſica.

Aſtrologia.

You that are paſſing by, ſtay and pauſe awhile, look upon Natural Mother-Wit, that hath obſerved the beginnings, progreſs, continuance, and end of all things, wherein I do ſupply and diſguiſe many defects and deformities both in the mind and body of man: and when there is found by me ability of Nature, then Art giveth facility; as a Maxim in Phyſick I found, that *contraria contrariis curantur*, and that the frantick man is excepted out of this Rule, for he muſt be fed in his humorous Diſeaſe; for he that did imagine that he was dead, and therefore forbore to eat, was made believe (by the ſight of counterfeit dead men eating) that dead men did eat, whereby he fell to his victuals, and ſaved his life, and, at laſt, was cured.

A Maxim in Phyſick.

I made

Mr. *Verboven.* *Anno* 1585.

I made the deaf Muſitian of *Bruges* to underſtand all men in three ſeveral languages, only by obſerving the motion of the lips without hearing of any voice or ſound at all.

It was I that made the blind man in *Antwerp* to make (in a dark place) rare wooden Trumpets of excellent ſound, and carved Images of his own invention, as alſo by the imitation of other Pictures, only by the ſenſe of feeling: and unto me belongeth the invention of Spectacles, Proſpectives, and other preſervatives of ſight, and remedies for all the other ſenſes.

It was I, that (by organs of the mouth, being touched by a Stick held upon the Virginals, and reſting upon the teeth) cauſed the deaf Muſitian to teach mens children to play upon them, whereby he got his living.

I did teach the Maiden to ſowe and write with her feet, when both her hands were lame and impotent. And unto others I did ſhew means to cure lameneſs, giving ſtrength to the ſinews, only by rubbing and conducting the bloud into the veins, by a warm hand, without Art; for I did obſerve that in the Microcoſm, or the little world of mans Body, there are divers natural Cures and Remedies, namely:

The natural cures of the body.

The Spittle diſſolved into water, and poured into the Ear, cures Deafneſs, takes away itching, or ebullition of the Bloud, and cleanſeth inveterated wounds and ſcratchings.

The Sweat of the Feet, by ſmelling, cureth the Palſie.

The Ear-wax anointed in the Noſtrils, comforteth the ſmelling.

The Urine laid on with brown Paper, aſſuageth the pain of the Gout.

The Excrement laid on, qualifieth the immoderate heat of the Body.

The paring of the Nails, taketh away the drowſineſs of the Brain.

The Flegm diſſolved, openeth the Conduit-pipes.

The coldneſs of the Hands applied to the Head, taketh away the Dolour of the Brain, and many other Obſervations may be uſed in lieu of other Remedies.

Natural witty judgments.

The judgment which *Solomon* gave between the two Women which were ſtriving for the Child, upon the dividing and partition of it, Did it not proceed of Motherly Wit by Natural Reaſon? *Alphonſus*, King of *Naples*, (upon a denial that a Father made, who would not acknowledge his Son, becauſe of ſome private quarrel) was adviſed by me to command the Son to be ſold for a Slave, and then Nature could not fail to ſhew her operation: which, in like manner, cauſed *Claudius* the Emperour to command a malicious Mother to marry her Son (denied by her) who, rather than to do the ſame, did acknowledge and confeſs him to be her Son. Natural wit made the Bees to diſcern the natural flowers from the artificial flower, although the ſame was made of wax, and did retain the ſmell and ſweetneſs of honey. And I have obſerved the natural and violent paſſion of the love of Parents to their children, inſomuch that not many years ſince, a Father thinking to have beaten his Son, received a mortal wound at his Sons hands, being thruſt in with a Sword through the Belly, did not ceaſe to cry until Death, that his Son ſhould flie, thereby to eſcape the puniſhment of juſtice. Infinite are my Experiments in Nature, before Art was; but tell me Art, Canſt thou make any thing but of things already made, putting a diſtinct determination between things for the better underſtanding? Whereunto Art replying, ſaid, and plainly confeſſed, That ſhe could do no more without Mother-Wit, than an Artizan or Craftſman can do without Materials and Tools in matters of his Profeſſion and Occupation. And hereupon did Mother-Wit conclude, not only to have the precedency of Art, but alſo to be able to controll Art, without either Logick or Rhetorick.

Natural Logick.

The country *Coridon* having a Scholar to his Son, demanded of him what rare things, and exceeding his ordinary knowledge, he had learned (whil'ſt they were at Dinner) the Son ſeeing two roſted Chickens in a Diſh, told his Father that he could make him believe that theſe two Chickens were three; which was admirable both to his Father and all his Gueſts. The Son being thereby inflamed, ſaid, Look, Sir, here is one, pointing at the Chicken, and here is two, pointing at the other Chicken, and no man can deny but that one and two are three. But *Coridon's* wit did prove active, for he gave his Wife one Chicken, and took the other Chicken to himſelf, and willed his Son to take the third for his learning, if he could find it, whereby Art was controlled.

CHAP.

CHAP. XX.

Of the Ancient Government of the Staple.

THE precedent ſhort commendation of Mother-Wit, miniſtreth an occaſion to enter into a retrograde conſideration, how the courſe of Trade was managed heretofore; remembring in this particular the proverbial Speech, *Nil novi ſub Cælo*, the rather, for that ſo many good Acts of Parliament have been made long ſince concerning the ſame, when the Staple of our Commodities did flouriſh, both here and beyond the Seas, in the time of King *Edward* III. And having, of late, publiſhed ten cauſes of the decay of Trade, it may be thought convenient to examine the ſame upon the ſaid Points. The maintenance of free Trade, *Ann.* 1622.

1. The under-valuation of our moneys by Bills of Exchange, and the over-valuation conſequently of Foreign Coin unto us, which is the efficient cauſe of the want of money in *England*.
2. Uſury politique practiſed by many, and abandoning Trade.
3. The litigious Suits in Law, to the hinderance of Trade.
4. The neglecting of the fiſhing Trade, preoccupied by other Nations.
5. The endraping of Wooll in other Countreys, of late much increaſed.
6. The Policies of Merchants of ſeveral Societies.
7. The falſe making of Cloth, and other Manufactures.
8. The exportation of the materials of Woolls, Woollfels, *&c.*
9. The Wars of Chriſtendom, Pyrats, and Bankrupts.
10. The immoderate uſe of Foreign Commodities within the Realm.

But before we come to this examination, let us obſerve the beginning of the Staple, and their Priviledges, in the government thereof. The beginning of the Staple.

The moſt ancient foundation of Merchants and merchandizing within this Kingdom, both for Trade and Government, had by continuance of time before King *Henry* III. did obtain the name of Staple; the Commodities of the Realm, as Woolls, Leather, Woollfels, Lead, Tin, Butter, Cheeſe, Cloaths, and other Commodities, were called Staple Merchandize. The Ports from whence the ſaid Commodities were to be tranſported, were called Staple Ports, as *London*, *Weſtminſter*, *Hull*, *Boſton*, *Briſtol*, *Southampton*, *Newcaſtle*, and other places. The places of reſidence of theſe Merchants, both within this Land and beyond the Seas, were called the Staples. The Laws and Ordinances made by the ſaid Merchants were called Staple Laws. Under their Government (conſiſting of a Mayor, two Conſtables, and other Officers) hath the Trade of this Kingdom, time out of mind, flouriſhed, to the great enriching of the Kings and Kingdoms: and it hath been ſupported and aſſiſted by the wiſdom of the State in all Ages, as may appear by the ſeveral Acts of Parliament made for that purpoſe in the times of *Henry* III, *Edward* III, *Richard* II, *Henry* IV, *Henry* V, *Henry* VI, and King *Henry* VII. So that comprehending the Merchants Adventurers Society with them, which began in the ſaid time of King *Henry* VII, it is above 400 years ſtanding, that the Society hath been, as we have noted. For by the providence of all thoſe Princes, the Staple Trade was, from time to time, eſtabliſhed, and eſpecially by King *Edward* III. in whoſe Reign a great number of memorable Laws were made for the purpoſe, appointing the ſaid Officers and their Fees, to prevent Extortion; and all the King's Subjects that would bring their Goods to the Staple and Trade, according to the Laws and Ordinances thereof, were admitted to be Merchants. Such was the free Trade of this Kingdom in thoſe days, wherein the Subjects of all ſorts upon all occaſions might freely participate under Government. The ancient free Trade.

At theſe Staples were the King's Cuſtoms duly collected, and by the Officers of the Staple, at two ſeveral times, paid into the King's Exchequer; and by their Govern-

ment were many Inconveniences prevented, whereby the former cauſes of the decay of Trade were either moderated or reformed, namely:

1. The monies of the Realm were required to be anſwered in true Exchange, according to their intrinſick value, and their Dollar, or other Foreign Coin, was by the Mayor and Conſtables valued accordingly; for there was no merchandizing Exchange uſed, neither were Bankers known: and when there wanted money in the Kingdom, or was like to want, order was taken by them to import Bullion, either the $\frac{1}{4}$ or the $\frac{1}{5}$ part of the value of Commodities exported. The Debts between Merchants were tranſferred, or ſet over by Bills, to be regiſtred before the Mayor or Conſtable, which was currant, without the ſtrict proceedings of our Common Law. And the like may be done now by a Regiſter authorized by His Majeſties Letters Patents.

2. In thoſe days Uſury was accounted to be an abominable thing, for it was not uſed by any courſe politick; but ſeeing it is now ſo general in all Countreys, the beſt remedy to abate the ſame in price, is to procure plenty of money within the Realm, by the means before mentioned, which will be more effectual of courſe, than any Law that will be deviſed for the moderation thereof.

3. To avoid the litigious Suits in Law, the ſaid Mayor and Conſtables of the Staple, had Authority to determine them with all expedition; and if it were upon a difference between a Stapler and a Merchant ſtranger, there were two Merchant ſtrangers admitted and joined with the Mayor or Conſtables to determine the ſame, and that with a preſent execution without delay, eſpecially upon a Statute Staple acknowledged before the Mayor or Conſtable, as aforeſaid.

4. The fiſhing Trade was not preoccupied by Foreign Nations, as it hath been within theſe 100 years, as hath been noted; albeit ſuch Ships as were permitted to fiſh in the King's Seas and Dominions, paid Six-pence for every Tun burthen, which is now Eighteen-pence; and this Trade might be eſtabliſhed with us, notwithſtanding that the ſeveral Societies of the Merchants Adventurers, *Ruſſia*, and *Eaſtland* Merchants are of opinion, that *England* cannot maintain the ſame and the Cloth Trade together, as they have certified.

5. The indraping of Wooll, or making of Cloth, being, of late, much increaſed beyond the Seas, and leſs Cloth made with us, may give the better means to eſtabliſh the fiſhing Trade, as aforeſaid.

6. The policies of the Merchants of ſeveral Countries is to be met withall, as the Staplers did in times paſt, looking to the Sales both of Woolls, and all other Staple Commodities, and the prices of Foreign Commodities, to prevent the over-ballancing in price of the ſaid Foreign Wares with our Native Commodities.

7. To prevent the falſe making of Cloth, let us obſerve that at theſe Staples Merchants Goods were always diligently and carefully viewed and ſubſcribed, by the correctors and other officers of the Staple, to the end that all Goods exported, might be anſwerable in goodneſs to their expectation, upon the view required, whereby the Staple Trade continued without any interruption, for they were the ſole Merchants of the Realm, without Competitors, until the time of King *Henry* IV, at which time certain Mariners and Mercers in *London*, uſing to barter *Engliſh* Cloths in *Holland*, *Zealand*, *Brabant*, and other places, had, by the ſaid King *Henry* IV, a Governor ſet over them, only to be a Judge, to hear and decide their Controverſies, and to puniſh their Miſdemeanors, with licence, that they might congregate themſelves for that purpoſe, as by the Grant appeareth. This licence they, in ſhort time, perverted, to the great diſturbance of the ancient courſe of the Staple, whereby the Trade of the Realm greatly declined, and the King's Cuſtoms greatly decreaſed, ſo that from 160000 pounds yearly paid out of the Staple, the Cuſtoms came ſhort of 120000 pounds. Theſe new Merchants terming themſelves, *The Fraternity of St. Thomas of* Becket, were, by Act of Parliament, and by direction under the Great Seal of *England* in the time of King *Henry* VI, prohibited from doing any Act that might prejudice the Staple, and ſo it continued until the 22d year of King *Henry* VII. And then there was another great complaint in Parliament againſt the ſaid Fraternity,

The Fraternity of S. Thomas of Becket.

ty, for decaying of Trade, and a very ſtrict Law made againſt them, with eſpecial order, That they ſhould admit any of the King's Liege People into their Society, paying to them ten Marks, which, under pretence of ſome priviledges, hath been interrupted, and eſpecially by His Majeſties Proclamation, in the 15th year of His Highneſſe's happy Reign, by reaſon of the Controverſie for the dreſſing and dying of Cloth: nevertheleſs in all their Grants exception is made, That the Staplers ſhould not be prejudiced, which in the wiſdom of a Parliament will be found moſt neceſſary to be united again, to make a free Trade under Government.

8. The Exportation of the materials for Cloth, as Woolls, Fullers-earth, Woollfels, and Wood-aſhes, is prohibited, lately, by His Majeſties Proclamation, with good orders for the execution thereof, according as heretofore was done by the Correctors of the Staple for other Commodities.

9. Touching the Wars of Chriſtendom, let us obſerve that King *Edward* III. had alſo great Wars in his times with *France* and in *Ireland*, and, nevertheleſs, he did receive a very great aſſiſtance by Subſidies of 50 *ß* upon every Sack of Wooll exported for and during the time of ſix years, which amounted to 1500000 ℔, when one ounce of ſilver was valued but at 20 pence, which would now amount to four millions and an half.

10. And laſtly, The immoderate uſe of Foreign Commodities, was by the Mayor and Conſtables of the Staple had in conſideration; for they had always an eſpecial care to the inriching of the Kingdom, becauſe the provident care of the King did put them in mind thereof: inſomuch, that when the ſaid King became forgetful therein, by reaſon of the Wars, and that the Kingdom wanted Chaffer, Wares, and neceſſary proviſions, the Parliament did abſolutely deny to give him any Subſidy, as appeareth by *Grafton*'s Chronicle in the 51 year of his Reign: So that by the premiſſes things have been in ſome meaſure conſidered of, when leaſt diſorder in Trade appeared.

A Concluſion to the judicious Reader.

THE trivial Vice of Envy is ſaid to be the Mother of Wickedneſs, and accounted to ſit in an imaginary Theatre: Her Palace is a dim and hollow Vault, wherein ſhe waxeth pale and wan, as having the Conſumption of the Liver, looking aſquint, as born under *Saturn*, never reſting, as though ſhe were an Arm of *Ixion*'s Wheel, ingendered and hatched by the ugly *Megera* of Hell, that feeds and crams her gorge with Dragons, and fomes out again deadly poyſon. This Vice hath ſent forth triple-headed *Cerberus*, under the ſhadow of *Zoilus*, *Momus*, and *Maſtix*, to perform her intended Tragedy: But *Zoilus* (remembring that his railing Commentaries preſented by him to *Ptolomy* King of *Egypt*, and his preſumption to be better learned than *Homer*, did work his overthrow) goeth by with ſilence, and ſhaking his head, ſeemeth to be diſcontented, and, under-hand, he doth inſtigate *Momus* and *Maſtix* to follow their envious humors; whereupon *Momus* (with his carping eyes dimmed with paſſion) having curſorily read over this Book, taketh upon him to be a great Politician or Statiſt, and findeth fault that many things therein contained (which he termeth Myſteries) ſhould be publiſhed and made known, eſpecially ſuch as may concern Princes in their Revenues, or ſecrets of their Mints. Unto him therefore I frame this Anſwer, confeſſing and avoiding, That true it is, that the ancient Monarchies, Empires, and Common-weals, held the knowledge of their Revenues in ſuch reverence and ſecret, that none but the Officers which had the managing thereof, were made privy of them, as being ſacred things, not fitting that the people ſhould take notice thereof; which was truly obſerved in the *Roman* Empire, and Common-weals of the *Grecians*. But as times produce variety, and the manners of men do change, breeding corruption of Laws and Cuſtoms; ſo was it found, that by this ſecreſie Officers were both emboldened and enabled to deceive their

Three envious Satyrs.

their Princes thereby, and the People would pretend ignorance to give unto them their Dues: whereupon the Senators of *Rome*, by mature deliberation, did ordain, That from that time forward, the Revenues of their Treasury, and the dependences thereupon, should be published and made known, not only unto the People, but unto Strangers also; which the Emperor *Justinian* caused to be observed, and other Emperors succeeding him, as appeareth by the Code, and other Books, which the *French* Kings have imitated ever since, willing and commanding, that these things should be known of every one, yea, even of the mere Strangers of other Countreys. So that this Objection is of small moment, especially this Book, being moderate in the handling thereof.

Now *Mastix* riding a false Gallop on a Hackney Horse (being full freighted of Conceits) cometh to Town, and maketh two Exceptions to the Method and Contents of the Book. First, He will not allow the terms of Art, by dividing of the same, according to the three Essential Parts of Traffick. Next, He will not have Merchants Secrets laid open, or their Trades divulged.

To the first, concerning the Being, Essence, or Existence of Things, he will make no difference between Natural Things, and Things Artificial, and so there is but two Essential Parts of *Materia & Forma*, albeit that some Philosophers have established three beginnings of Natural Things, Matter, Form, and Deprivation; the Matter hath no other Office or Function, but the changing from one Form into another, Deprivation giving an inclination thereunto; for Deprivation is an imperfection so conjoined unto the Matter, that without her, if she were separated, nothing would be ingendred; and therefore in Heaven there is no deprivation, and consequently no generation nor corruption. The Form therefore giveth perfection to the Thing, and Being also, and without her the Matter is more imperfect, than the Eye is without the faculty of seeing, or the Ears without hearing. But in Artificials the Being hath her Parts, as Traffick hath three, namely, Commodities, Money, and Exchange: so other things may consist of more Beings or Simples, wherein the terms of Art are not excluded, neither can they avoid *Mastix*'s envy.

To the second, The whole Contents of this Book manifesteth to all judicious Merchants, how necessary the knowledge is of the matter therein contained, to maintain Equity and Justice by the Law of Nations, and that there is no particular Secret of any Merchants Trade revealed, to the prejudice of any Man or Nation: insomuch that they are much pleased with it, as being desirous to advance the good, and to banish the evil; observing that Virtue maketh a Stranger grow natural in a strange Countrey, and the Vicious becometh a mere Stranger in his own Native Soil. Let Vertue therefore enjoy her freedom, and possess her priviledges by the right of Law, and all the People shall flourish with Equity; Justice shall maintain Peace, Peace shall procure Security, Security shall nourish Wealth, and Wealth Felicity. No man is to be dismay'd at his small Talent, or to grudge at another's greater prosperity; for, without doubt, Nature hath, by her secret motion, denied none some perfect quality to supply that want which in himself breeds discontent or mislike: for even as the Fish (having no ears) hath a most clear sight; so though want of dignity be a disgrace to some, though want of coin discontent divers, and though lack of wealth impair the credit of many; yet Nature hath supplied that outward ornament with such an internal reward, as a loyal and loving heart (notwithstanding many hard measures) will, with constancy, spend all his time for the good of the Commonwealth, being thereunto employed.

This Work thus at length happily concluded, and commended to the kind acceptance of all gentle and well-disposed minds, is not compiled to please the vain appetite of some men, according to their nice opinion, but is referred to the judicial and affable judgments of this Age.

Soli Deo Gloria.

FINIS.

A COLLECTION OF ALL SEA-LAWS,

Gathered for the USE and BENEFIT of all

SEA-FARING MEN.

The Proem containing the Origin of the Sea-Law: With the occaſion of this Treatiſe.

CONcerning the Argument of Sea-Faring Government, ſo far as by any Monuments can be obſerved; Our beginning muſt be at the Inhabitants of the Iſland called *Rhode*, Situate within the *Mediterranean* Sea, in the part thereof called the *Carpath* Sea, upon the Coaſt of *Aſia minor*, over againſt *Caria*. The indwellers whereof, amongſt all other People we can read of, were moſt famous for Shipping and Sayling; and that not only to the great increaſe of their Power and wealth every way, as by which they did Command, and daunt all other People about their Coaſts and Seas; in ſuch manner, that neither Pirate, nor any ſort of Enemy, or Diſturber of their Peace and Traffick, durſt then appear (*a*): But alſo by the Communicating of their Trade, and Diſcipline on Sea, they did make Neighbour Princes, and Cities, willingly Tributaries unto them. (*b*) And further, as *Strabo* writeth (*c*) to the crowning of their Renown, they ſurpaſſed all other Nations in Knowledge of Equity in marin buſineſs; which they manifeſted by making of Sea-Laws.

(a) *Gellius lib. 7. cap. 3.*

(b) *Strab. Geogr. lib. 12. cap. 14.*

(c) *Ibid.*

For, the very Emperors of *Rome*, *Tiberius Cæſar*, *Hadrian*, *Veſpaſian*, *Trajan*, ſucceſſively, did refer all Sea-Faring Debates, and Controverſies, to the Judgment of the Law; (*d*) and ſo likewiſe exemplarily, did their Succeſſor *Antoninus*, by his reſcript yet extant: (*e*) Wherein, anſwering to one *Eudæmon* his Plaint, I am (ſaith he) the Lord of the World, but the Law is the Maſter of the Sea; let that thy Plaint and Controverſie, *Eudæmon*, be decided by the Law of the *Rhodians*.

(d) *Vide Il. Rhodior. in prin.*

(e) *L. deprecatio ad L. Rhod. & C. Rhodiæ leges. diſtinct. 2.*

So far did the Romans (who always excelled all other Nations, in deviſing of humane Laws) yield and give place to the *Rhodians*, in the Sea-Laws.

And by their example, finding Sea-Faring and Traffick on Sea, redound to a great Common-wealth, as plainly pronounced (*f*) *Ulpian*, one of the Fathers of their Laws; the *Roman* Emperors, and namely *Claudius*, (*g*) brought in new forms of Actions, and deviſed a kind of new and ſure Commodities, and gain for Traffiquers; by taking upon them the hazard of Ship and Goods: To which end alſo is erected by Engliſh Laws, the Office of Aſſurance.

(f) *L.1. ſect. licet. de exerc. act.*

(g) *Sueto. c. 218.*

It is true, that the firſt making of Sea-Laws, is otherwiſe by ſome attributed to others, as by *Dionyſius* to the *Phœnicians*, becauſe of Merchant-Trade. (*h*) And *Plinius*, for that ſame cauſe aſcribes the Art of Sayling to the *Carthaginians*, (*i*) and conſequently, would ſeem to attribute to theſe two Nations, alſo for their neceſſity, the skill of Sayling. To be brief, by the ſpace of a thouſand years, the Sea, at leaſt the *Mediterranean*, was only ruled by the *Rhodian* Law, but helped with ſome few additions by the Romans, and that by way of interpretation: The rather, to occur to the Deceits and Sophiſtry of Calumniators, and wilful Vexers of their Neighbors, as alſo for other needful doubts. (*k*)

(h) *De ſitu orbis.*

(i) *Lib. 7. natur. hiſtor. vide Ezechiam.c.27.*

(k) *Docimus in lib. ſuo legali.*

At laſt, when all ſorts of Laws by the everſion and renting of the Roman Empire, were as it were for a long time buried: Neceſſity forced the Rulers of *Rome*, *Anno Dom.* 1075. to make new Sea-Laws and Statutes: And ſo ſucceſſively, every chief Sea-Faring Town upon the *Mediterranean* Coaſt, to add other ordinances; as they of *Marſeilles* did, *Anno Dom.* 1162. and they of *Genua*, *Anno Dom.* 1186. And they of *Peloponneſus*, called *Morea*, *Anno Dom.* 1200. and the Common-wealth of *Venice*, *Anno Dom.* 1215. And the Emperors of *Conſtantinople*, *Paleolog. Anno Dom.* 1262. and *Conſtantine*, 1270. and *James* King of *Aragon* that ſame year; and *Peter* King of *Aragon*, *Anno Dom.* 1340. and they of *Barcelona*, *Anno Dom.* 1434. which Laws, being all Collected and Amaſſed, ſerve the *Mediterraneans* unto this day.

But on the great Ocean, which is our Sea, the firſt Laws we know to be made, were deviſed by them of the Iſland of *Oleron*, ſituate on the Sea-Coaſt of *France*, beſide *S. Martin* againſt the mouth of *Charante* and the *Marras*, neer to the entry of *Garumna*: Which are therefore called *La rool d' Oleron*; as by which the controverſies on the Sea Coaſt of *France* toward the Ocean, were ordinarily decided, in the Town of the ſaid Iſle, called thereupon, *La vile de droict*, or *Oleron*. As where the skilled Skippers in that Law did dwell, and had cognition of all ſuch occurrent debates and queſtions.

Now theſe Laws of *Oleron*, were afterwards tranſlated into Dutch, by them of *Wisby*, for the Sea uſe of the Dutch Coaſt.

And of late, our Kings of *Scotland* made divers Acts in Parliament, concerning Sea-Faring. (*l*)

(l) *Vide Act. Parlia. Scot.*

As alſo the Kings of *England* have done before: (*m*) For *Edward* the Third, by a ſolemn Inquiſition of 18 moſt famous Perſons for skill in Sea-Faring, aſſembled at *Quinborough* from divers parts, *Anno* 1375. ſet down certain Articles concerning the Admiralty and Sea-Faring, in old French: As may be ſeen in an old Parchment authentick Book yet extant; which Articles one *Thomas Roucghton*, of that ſame Town, turned afterward in Latin, and intituled *De officio Admiralitatis Angliæ*.

(m) *Vide ſtatut. Ang.*

Likewiſe *Frederick* the Second of *Denmark*, in his general Convention, at *Coppenhaven*, *Anno* 1561. ſets down a compend of Statutes, for ruling his Sea-Faring Subjects; but for the moſt part all one with *La roole d' Oleron*.

Alſo the French King, *Henry* the Third, added his new Conſtitutions to thoſe of *Francois*, and others his Predeceſſors, which are chiefly for the authorizing of his Admiralty, Juriſdiction, Honor and Profits thereof; preferring the Admiral and his Officers to all other Judges and Juſtices, except theſe called Royals.

Notwithſtanding all theſe many, divers, and late Statutes and Ordinances, made and ſet forth theſe 1600 years, by the Nations, People, and Princes above-written, in the deciſion of Cauſes, and judging of Sea-Faring controverſies; that fragment of the *Rhodian* Law, extant and Latinized by *Simon Shardius*, intituled by him, *Leges navales Rhodiorum & ſelectæ Leges Rhodiorum*, with the Interpretations and Commen-

Commentations, deviſed thereupon by the old *Roman Juriſconſults*, inſerted in the *Pandects*; together with the Conſtitutions made by the *Roman* Emperors, contained in the *Cod.* and *Novels* at large: As it were by common conſent of Nations, obtains the Prerogative throughout all *Europe*, as in *Great Britain*, *Germany*, *France*, *Italy*, and *Spain*. Such is the force and authority of the Civil *Roman* Law amongſt all Nations Chriſtian.

In which Countries, albeit there hath been, and yet remains a great number of Profeſſors and Doctors of the *Roman* Civil Law, who have written largely thereupon; yet few or none have taken in hand to write pertinently or expreſly upon the Laws, concerning Sea-Faring; the Traffick on Sea, and by Sea, with the duties requiſite of every Sea-Faring Perſon, of all ſorts and degrees.

It is true that *Julius Ferrettus* in his obſervant devoir to the Emperor *Charles* the Fifth, prepared a Diſcourſe for the addreſſing of Navies, with convenient and expert Governors, and all ſort of neceſſaries for hoſtility on the Sea, intituled *De jure & re nauticâ*, but far off from our preſent Argument, as may be ſeen by the ſame of late publiſhed, *Anno* 1579. and dedicated to *Philip*, *Charles* his Son, by *Exuperantius Ferrettus*, ſon alſo to the ſaid *Julius*.

Petrus Pekkius, alſo a Fleming *Zealander*, had learnedly Commented upon the Titles of the Civil Law, touching the Sea-Laws; but more buſied about the expoſition of words, than of the matter. Likewiſe *Benvenutus Stracca*, in his large Book *De mercaturâ*, interlaceth a learned Title, *De nautis, navibus & navigationibus*, but cometh not cloſe to this our argument; for he holds ſtraightly within the compaſs of the Civil Law, proteſting alſo his pretermiſſions and remiſſions of many chief matters to certain Doctors, who alſo write but *obiter* of the Sea matters, and none ſpeak of the Sea-Cuſtoms, which is our principal argument: To the end of which Book is annexed an half ſheet of Paper, bearing *conſilia Roderici Suarii de uſu maris & Navibus vehendis*; a turn of ſmall contentment.

'Tis true that *Simon Shardius*, *Anno* 1561. promiſed this ſame Compend and Collect of Sea-Laws forth of all Laws (which preſently by Gods grace I intend) but, by death prevented, could not perform it.

To conclude then, ſince no man, as I can underſtand, hath ſet his pen to this my argument and purpoſe, for the due information of every ſort of Sea-Faring perſons in every order, whether Commanders, Judges, Skippers, Mariners, Merchants, Paſſengers, Fiſhers, Ferriers, Watermen, &c. concerning their ſeveral Duties, Priviledges and Powers, and all manner of things pertaining or incident to Sea, and Sea-Farers: I thought good, after the inſight and deep conſideration of all the Laws and Ordinances aforeſaid, to mend a weak piece of labour, which I intended many years ſince, intituled *The Sea-Law of Scotland*; and to frame the ſame in a very harmonical Collection of all Sea-Laws. And upon the conſcience of my profeſſion of the Civil Law, having no employment, or part in any Admiralty, to publiſh the ſame for the uſe of the Admiralties, and benefit of all benevolent Sea-Farers; and that preſently, becauſe of the preſent uſe thereof ſo requiring the ſame, as I now clearly perceive: That is to ſay, Becauſe that whereas the moſt Civil, Wiſe, and Politick Nations have ever moſt carefully diſtinguiſhed the juriſdiction of the Sea, from the juriſdiction of the Land in all reſpects: Yet nevertheleſs ſome men pleaſe always, upon what intent I wot not, to confound the ſame. And the multitude of theſe who do acknowledge the aforeſaid diſtinction, as eſpecially the Mariners, through ignorance contemn all other Law but the Rule of *Oleron*.

In theſe reſpects (I ſay) I have with great pain and travel concluded the publication of this Work; which if it pleaſe (as I pray) God to bleſs with the own effect, I have reward enough.

CHAP.

CHAP. I.

The Order of this Treatiſe.

AS the affairs of the Sea concern only Sea-Faring and medlers therewith: Even ſo all Doubts, Differences, and Controverſies, riſing upon the ſame, and their Caſes muſt alſo concern the ſame perſons, which are either chiefly Owners, Out-traders, or Hirers, Maſters, Pilots, Mariners, Clerks, Merchants, Paſſengers. Of whom the Owner is he, to whom the Ship, or any part pertains in property. The Out-trader or Hirer, he to whom as Hirer or Partner for a Voyage or more, or a longer time, during the Hiring and Leaſe of the Ship, the Profits and Commodities thereof redounds. (*a*)

(a) *L. 1. d. exercit. act.*

And the Maſter is he, to whom the whole care and charge of the Ship is committed. (*b*) The reſt are all known. Now their perſons whiles happen all to fall forth in one man; as one to be Maſter, Owner, and Out-trader; and again to be all divers and diſtinct: And therefore the actions to bear out accordingly. Likewiſe the cognition of their debates pertains not to every Judge indifferently, but only to the Admiral of the Sea: Which thing this Abridgment ſhall orderly and ſummarily declare; beginning at the Judge ordinary to Sea-fare cauſes, the members of the Court, and manner of proceeding there: Next, the perſons ordinary in Ships, with the fraughting thereof, as belonging to the chief uſes of Shipping: Thirdly, the Power, Duty, and Priviledge of every one of the foreſaid in Ships: Fourthly, the manifold cauſes of loſſes and damage in Sea-Faring, with the redreſs thereof: Fifthly, the priviledged Ships, Shipwrack, Ships and things taken and found on the Sea, or within the floud-mark thereof: And laſtly, of Fiſhing, Fiſhers, Ferriers and Watermen, and Ship-wrights.

(b) *L. 1. ad l. Rhod.*

CHAP. II.

Of the Judge ordinary, in Sea-Faring cauſes, with his Juriſdiction, and Priviledges.

AS for the Judge of the Sea, we have firſt to conſider, how at the begining of the *Roman* Empire, there was a ſpecial difference betwixt the perſons to whom the charge of Shipping was given, and them to whom the commandment of Fleets and Navies was committed; and betwixt the perſons who exerciſed the Juriſdiction in Sea-Faring debates, as followeth.

For amongſt the Romans in the beginning, Firſt, the Builders, Forthreakers, or Furniſhers, and Preparers of Ships and Navies with all Neceſſaries (by a ſpecial Ordinance called *Lex Decia*) were ſtyled *Duumviri navales*; (*a*) as the Governors of theſe Fleets were called *Archigubernii*, (*b*) and the Juſticiaries of Sea-Faring debates, *Magiſteriani*: Even ſo amongſt the Grecians, the Commanders of their Fleets were ſtyled στρατηγοὶ. And after the Empire ſeated at *Conſtantinople*, *Magnus dux claſſis*, and *Drungarius magnus*, (*c*) as the chief carrier of the Pinſel or Flag. His ſtyle afterwards was *Admiratus*, from *Amiras*, a word of the *Sarazens*, ſignifying an Overſeer,

(a) *Livius lib. 9.*

(b) *L. Seius Saturninus ad S. C. Trebell.*

(c) *Vide fragmenta aſcripta Polybio.*

ſeer, or a Captain on Sea or on Land; for *Mirar* is to ſee, as the *Spaniard* uſeth it. From this word *Amiras*, cometh the word *Amirante* to the Italians, for the Leader of their Fleets, as well as *L' Amiraglio*: Albeit they term their Sea-Faring Judges, *Li conſoli del mare*, and ſuch like from the ſame word Admiral, which moſt part of the Nations of *Europe* uſe in the ſame meaning; as Firſt, and chiefly *France*, where *Childebert* the Firſt, 1000 years ſince, inſtituted an Admiral as Captain and Commander of his Army upon Sea, like as he did then ordain a Marſhal, for the Government of his *Gen d' armerie* on Land. Only the *Spaniard* called this Leader and Commander of his Fleets and Navies, *Adelantado*: As who ſhould go before the reſt.

Briefly, the word Admiral, however this day it be uſed or abuſed for to ſignifie the chief Ship, which was *Navis Prætoria* to the Romans, as the chief Commander of the Fleet; yet that word, Great Admiral, noteth properly the man whom the Romans called *Præfectum maris*, and the Grecians, *Thalaſſiarcham*: To wit, the Governor of the Sea. And thus far concerning names and ſtyles for the Commanders and Gubernators of Ships, Fleets, and Seas.

But concerning the Juriſdiction of the Sea, and the exerciſes of Juſtice amongſt Sea-Faring men; at firſt amongſt the Romans, it was allowed to every Preſident on the Coaſts, and afterward other Judges were ſpecially conſtitute at the Sea-ſides; called *Magiſteriani*: (*d*) But their Judges were all countable to their higher Judge, ſtyled *Præfectus prætorio ſublimiſſimus*, from whom was no appellation or advocation. (*e*)

(d) *Vide Alberic ad Novell.* 17. & 24.

(e) *L. a Proconſulibus. C. de appell.*

Since, in theſe later days, for the readier Obedience to the great Admiral of the Sea, it is, by common conſent of Nations, ſucceſſively agreed, that in conſideration of the Admirals their Sovereign Commandment, their ſpecial preferment, and power upon the lives of men within the Sea-ſloud; that therefore they ſhould alſo have a Sovereign juriſdiction only proper to themſelves, over all Sea-Faring men within their bounds, and in all Sea-Faring Cauſes and Debates, Civil and Criminal. So that no other Judge of any degree, at leaſt in *Scotland*, may meddle therewith, but only by way of aſſiſtance; and that by Commiſſion and in difficile cauſes, as was found in the Action, intended by *Antoin de la Tour*, againſt one *Chriſtian Martels*, Novem. 6. *Anno* 1542. (*f*)

(f) *Tom.* 1. *c.* 555. *Regiſt. Scot.*

In which Juriſdiction, the firſt power neceſſary, is to conſtitute a Vice-Admiral and Captains to ſupply his abſence on Sea; as alſo Deputies, for particular parts on the Coaſts, with the Coroners to view the Dead Bodies found on Sea, or found on the Coaſts thereof, and Commiſſioners or Judges general, for exerciſing Juſtice in his High Court on Land, with Clerks, Procurers, Doom-ſayers, Marſhals, and other Officers, for the exerciſing of their ſaid juriſdiction both in Peace and War: And therefore to ſit and hold Courts where they pleaſe; to execute Juſtice, to impriſon and relax; and to command the Kings Priſons and Boroughs their Priſons, to receive and keep their Warders and Priſoners. (*g*)

(g) *C' Admiral de France.*

Finally, their Authority ſhould be diſtinctly acknowledged in all things pertaining to Sea-Faring.

It is true, that in *Scotland* before the Erection of our Admiral after the example of other Nations, the Deans of *Gild* were ordinarily Judges in Civil debates, betwixt Mariner and Merchant, as the Water-baily betwixt Mariner and Mariner, like as the High Juſtice was Judge in their Criminals.

Which Actions, all now falling forth betwixt the perſons aforeſaid, of due appertain to the Juriſdiction of the Admiral; and therefore his Judge Depute or Commiſſar, called Judge Admiral, and none other ſhould ſit, cognoſce, determine and miniſter Juſtice in the foreſaid cauſes: As likewiſe upon all Complaints, Contracts, Offences, Pleas, Exchanges, Aſſecurations, Debts, Counts, Charter-parties, Covenants, and all other Writings concerning lading and unlading of Ships, Fraughts, Hires, Money lent upon Caſualties and Hazard at Sea, and all other buſineſſes whatſoever amongſt Sea-Farers, done on Sea, this ſide Sea, or beyond Sea; not forgetting the cognition of Writs and Appeals from other Judges, and the cauſes and actions of Repriſals or Letters of

Mark: Yea, to take ſtipulations, cognoſcians, and inſinuations, in the Books of the Admiralty: And to do all other things without which the Juriſdiction of the Admiralty cannot ſtand nor bear out; and therefore to arreſt and put in Execution, to inquire within and without liberties, by the Oaths of xx men upon all Offences. (*h*)

(h) *Vide diplomata Admiralior. in utroq; regno. Vide late de Off. Adm. Ang.*

As Firſt, touching the Revealers of the King and Country their Secrets over Sea, in time of War.

Item, againſt Pyrats, their Aſſiſters or Abetters, Out-traders and Receptors.

Item, againſt Fortifiers of the Kings Enemies, and Harmers of his Friends.

Item, againſt the Breakers of the Admirals Arreſtments and Attachments.

Item, againſt Goods forbidden, and merchandiſe not Cuſtomed, and yet Shipped and Tranſported.

Item, againſt the Reſiſters of the Admiral his Officers, in executing his Precepts.

Item, againſt the Foreſtallers, Regraters, and Dearthers of Corn, Fiſh, Drink, Fire-wood, Victuals carried over Sea.

Item, againſt Pleaders before other Judges, than before the Judge Admiral, in Cauſes pertaining to his Juriſdiction; as alſo againſt the Judges cognoſcing thereupon.

Item, againſt them which give Sea-brieves, Teſtimonials, or ſuch like over Sea, without Power or Licence from the Admiral.

Item, againſt Tranſporters and Carriers of Traitors, Rebels, manifeſt Tranſgreſſors, and Fugitives from Juſtice over Sea.

Item, againſt Hirers and Fraughters of Ships of other Nations, when they may be ſerved by their own Nation.

Item, againſt ſuch as caſt in ballaſting, ſand, or what elſe in Harbours, or Chanels, that may defile or ſpoil the ſame.

Item, againſt Ship and Boat-wrights, extortioning the Leiges or Subjects.

Item, againſt taking away the Boigh from the Anchor, or cutters of Cables, or other Tews.

Item, againſt falſe Weights and Meaſures by Sea.

Item, againſt Shedders of other mens Blood on Sea, or any Port or River below the firſt Bridge next the Sea: Or them who are lamed or hurt through faulty and ill geare in Ships.

Item, againſt Cuſtomers or Water-Bailiffs, taking more Cuſtom or Ancorage than wont.

Item, againſt ſuch as abſent themſelves from Wappinſhewing or Muſtering; which the Admiral may ordain twice a year in time of War, and once in two years in time of Peace, upon all dwellers at Ports and Harbors, or within one mile near thereunto. (*i*)

(i) *L'Admiral de France.*

Item, all ſorts of Tranſgreſſions committed by Sea-men, Ferry-men, Water-men as well in ſloud Rivers and Creeks from the firſt Bridge, as on the Seas; Fiſhers, Pilots, Ship-wrights, Preſſed men contemning the Authority of the Admiral: And after due Cognition, to levy and apply to his own uſe the Penalties and Amerciaments of all Tranſgreſſors aforeſaid, as due unto the Admiral; together with the Goods of Pyrats, Felons, capital Faulters, their Receivers, Aſſiſters attainted, convict, condemned, outlawed, or horned.

Item, wayff or ſtray Goods, wreck of Sea, caſt Goods.

Item, *Deo dando*, that is to ſay, the thing, whether Boat, or Ship, &c. that cauſed the death of a man, or where out of a man did periſh.

Item, ſhares, lawful prizes, or Goods of the enemy, ſiclike Lagon, that which was found lye, and at the Sea ground, and Flotſon that is found ſwimming upon Sea, and Jetſon, which is caſt forth of the Sea to the Shoar and Coaſt, with Ancorages, Beaconages, Meare Swine, Sturgeons and Whales, &c. and all Fiſh of extraordinary greatneſs, called Regal Fiſhes; which all are allowed in Great *Britain*, *France*, and other Noble Kingdoms, to the Admirals, by their Sovereign; for the better maintenance of their Eſtate, Juriſdiction, and Conſervancy on Seas, Rivers, Fouds, Roads, Ports, Harbors, Channels, Sayling, Fiſhing, and all trading there, as altogether and chiefly committed to the Care, Maintenance, and Protection of the Great Admiral.

CHAP.

CHAP. III.

Of the Admiral Clerk.

THE Clerk of the Admiral Court, beſide that he ſhould be very skilful, faithful, and give his ſolemn Oath thereupon at his admiſſion: And beſide the points of his Office requiſite and common to all Clerks of other Courts, he ſhould have divers Regiſters, as for Congees, ſafe Conducts, Paſports, Sea-Briefs; as without which no Ship ſhould paſs to the Sea in time of War, nor yet to far Voyages in time Peace: (*a*) Which no other Judges nor Governors ſhould give forth, but the Admiral only. (*b*)

Item, one other Regiſter for the Reports of the Skippers and Captains, at their return to the Admiral alſo. (*c*)

Item, one other Regiſter for the names of Merchants and Paſſengers, and Owners; for the Skipper is holden to give up the ſaid perſons by name. (*d*)

And becauſe no man ought to take upon him to be a Maſter or Pilot without due Trial of his skill: Even ſo ought his Trial to be regiſtred in the Admiral his Books. (*e*) But within the Water of *Thames*, this Trial and regiſtration of Pilots, pertains to the *Trinity-Houſe*. (*f*)

Laſtly, all Money lent to hazard upon the Sea, called of old *Pecunia trajectitia*, for certain profit, called *Fœnus nauticum*, for the which the Lender was wont to bear the peril, againſt the manners of theſe avaricious days; their Lendings (I ſay) and Bills of Aſſurance, ſhould be done before the Admiral Clerk. (*g*)

To conclude, no other Clerk or Writer may meddle or pen things concerning the Sea-Faring, without Licenſe of the Admiral. (*h*)

(a) *L'Admiral de France.*
(b) *Eodem.*
(c) *Eodem.*
(d) *Secundum Act. Parl. Jac. 3. cap. 27.*
(e) *L'Admiral de France.*
(f) *Look the Charter of the* Trinity-Houſe *on* Thames.
(g) *L'Admiral de France.*
(h) *Kinter. art. 45.*

CHAP. IV.

Of the Advocates and other Officers aſſiſtants for the better and ſpeedier proceeding in the Admiral Court.

FOR the more upright proceeding, and eaſier diſpatch of Cauſes and Plaints in the Admiral Court, it is found needful that all Procurers, before they be heard, ſwear ſolemnly, Firſt, that they ſhould do nothing maliciouſly; but as ſoon as they find their Action to be unrighteous in any part of the Proceſs, they ſhall tell it to their Client: And if the Client will inſiſt, then to ſhew it to the Judge.

Secondly, that they ſhall not reveal their Clients Secret to the Adverſary, nor yet collude with him to betray their Client. And Laſtly, that they ſhall propone neither Dilator nor Peremptor againſt their Conſcience. (*a*)

To conclude, the Oath of Fidelity is likewiſe to be ſolemnly taken of the reſt of the Officers of the Court: For the due Execution of their Offices, namely, at their Admiſſions. (*b*)

(a) *Il. conſolato del mare.*
(b) *Eodem.*

CHAP.

CHAP. V.

The manner of proceeding in Sea-Faring Cauſes.

THE debates of Sea-Farers, and Sea-Faring actions, ſhould be decided according to the received Laws and Statutes of the Sea: Which ſayling, then the Cuſtoms and Conſuetudes of theſe are to be followed, (a) becauſe all Diſpoſitions and Ordinances commonly take their interpretation from Conſuetudes and Uſes. (b)

(a) *Per l. 1. de precatio ad l. Rhod. Baldus in l. obſervan. in ſect. antiquam de off. Proconſ.*

(b) *Innocent. in c. olim de verb. Sig.*

And if neither Law Written, or Unwritten Cuſtom, nor Conſuetude occurrs or appears, the laſt refuge is to the Opinions and Sentences of Skilled and Upright men in the profeſſion and exerciſe of Sea-Faring; becauſe it is old and common, that the judgment of Skilled and well Practiſed men ſhould be followed in their own Trade and Calling. (c)

(c) *Per. l. 1. de vent. inſpic.*

But in the manner of proceeding it is a perpetual priviledge, *Quod velo levato.* (d) That is to ſay, briefely and ſummarily Cauſes ſhould be Cognoſced, and without the Solemnity of other ordinary Courts and Judgments, only looking to God and the Truth; ſo that the Judge ſhould do, if it were poſſible, as God himſelf. (e)

(d) *L. de ſubmerſis C. de nauf. lib. 11.*

(e) *Vide rotam genuæ, & DD.*

Plaints then of Sea-Farers ſhould be moſt ſummarily Cognoſced, but eſpecially of Shipwrack, for it were a cruelty to vex ſo miſerable perſons with the tedious ordinary proceedings of Courts, inſomuch as they need not to put their Petition in Writing. (f)

(f) *Bartol. Lucius & Johannes ad d. l. de ſubmerſis.*

And becauſe that Sayling tends to a great Common-wealth, therefore leſt Sea-Farers ſhould be wearied with Pleas, and ſo either loſe their Right or their Trade, (g) ſummary proceſs ſhould be common to them all.

(g) *Secundum l. illum de Pet. hæred.*

Which ſort of Proceſs is ſo urged by the Doctors of Law, that they counſel Judges, who fear Appellations or Advocations, to prevent the ſame by a preſent Execution; (h) namely, in cauſes of ſpoile or wrack: So that upon every interlocutor they may proceed to Execution, making reſtitution preſently. Providing alwayes, that caution be firſt found by the ſpoiled, to ſatisfie the ſentence of the Judge of the Appellation, in caſe it ſhall happen to be made. (i)

(h) *DD. in c. propoſ. l. 1. de for. comp. 2.*

(i) *L'Admiral de France.*

This is alſo a priviledge of the Sea-Faring Judicature, that albeit by the common rules of the Law, where no *Litiſcontestation* is paſt, no Witneſs ſhould be received, *niſi ad æternam rei memoriam, ac adverſario ad id citato*; yet in Shipwrack, as a caſe very pitiful, any of the Ship-broken men may come to the Judge of that part, where the wrack happens, and by Witneſs brought with him, prove the wrack and ſpoil; (k) to the end that if any Owner ſhould purſue his Goods, for to recover them, he might be juſtly repelled by an Exception of an innocent loſs: (l) Which ſhould be done within a year and a day; namely, by ſuch as were in ſervice to the Prince and Country. (m)

(k) *Siquis. 10. C. de naufrag.*

(l) *L. Fin. ad l. Rhod.*

(m) *L. quoties de naufrag.*

The like is to be obſerved alſo in cauſes of ſpoil; where, by the Laws of *England*, it is ſufficient for the ſpoiler to prove his Goods by his mark, &c. (n)

(n) *Vide Statut. Ang.*

In which doing no Citation is required; and that againſt the Common Law: (o) Yea, the death of the Ship-broken may not only be proved by the reſt living, but alſo by the Perſons, who were preſent at the preparation of their Voyage, even their own Parents and Children, if none of the Ship-broken be alive. (p)

(o) *L. de unoquoq; de re judica, & L. quoties. C. de naufrag. lib. 11.*

(p) *De l. quoties.*

And as this is a Priviledge extraordinary for ſuch chances; even ſo ordinarily may Merchants and Mariners ſayling together, bear Witneſs each one to other of their Society within Ship, if they have neither to loſe nor gain thereby; and namely Mariners,

ners, for or againſt the Skipper when the Voyage is ended, and when they are free from his Commandment. (q) For by the conſent of the Doctors, when the Truth cannot be otherwiſe tried, then unable perſons may be heard.

(q) *Il conſolato artic.* 221, & 222.

Item, to the end that this Trade be not hindred by Calumniators, and Wilful Vexers of their Neighbours, under colour of Law: It is provided, that not only the common caution, *Judicio ſiſti, & Judicatum ſolvi*, be kept on the part of the Defender; but alſo that the Purſuer ſhall find caution, *De expenſis ſolvendis*, if he fail in proof. (r)

(r) *Conſent of all Sea-Laws.*

Likewiſe, in caſe the Party purſued be contumax, and will not compeire to defend Himſelf, or his Ship, or Things challenged; namely, after three or four Citations directed from the High Court of the Admiralty, called *quatuor defaltæ* (for that Citation called *Unum pro omnibus*, is not ſufficient to convince one of contumacy) ſpecially in the claim or vindication of a Ship, any part thereof, or any other ſuch like thing or Goods; then may the Judge ordain his Marſhal or Officer, by his ſentence called *primum decretum*, to put the Plaintiff in poſſeſſion thereof, at leaſt to the worth of the Suit: Providing notwithſtanding, that if the Party compeire within a year and a day after, offering the expence made to the Purſuer, and Caution to obey the Definitive, he ſhall yet be heard upon the propriety. Otherwiſe, that time being fully expired, the Judge may proceed and adjudge the Propriety of the Ship to the Plaintiff. (s)

(s) *De offic. Admi. Ang. in fin. cum ibi citatis.*

Neither is it needful to Execute Summons or Citations in ſuch caſes, elſewhere but where the Ship or quarrelled Goods in queſtion lies, or at the Port uſual of their haunting. (t)

(t) *Ibid.*

Further, as this way it is Provided for the ſnibbing and ſtaying of Calumniators in Judgment: Even ſo it is Ordained againſt Maliciouſneſs, out of judgment of ſuch Perſons, who only to hinder and ſtay their Neigbours, vexe them with needleſs Arreſtments; that upon Caution ſuch Arreſtments be ſpeedily looſed, except it be either for fraught already deſerved, or Mariners wages, or ſuch caſes wherein by Law the Ship is obliged; or elſe for ſervice to the Prince (u) as alſo if Arreſtment be uſed, either upon Goods, or Mariner ready to Sail, the ſame may be looſed, upon Caution, to make forth-coming ſo much Goods as the Mariner hath within Ship-board. (x)

(u) *Il conſolato* 41.

(x) *Denmark.*

CHAP. VI.

Of Perſons ordinary in Ships.

TOuching Perſons ordinary for Sayling in Ships, they are of divers Orders, and therefore diverſly ſtyled: As Firſt, he who bears charge over all the Ship and Kippage, is commonly called by us, and moſt part of Nations, both Now and of Old, and ſpecially by the Roman Laws, *Navicularius*, or *Magiſter Navis*: (a) that is, as we ſpeak, Maſter of the Ship, by the Dutch, Skipper; and by the Grecians, *Navarcus*, or *Nauclerus*, (b) by the Italians, *Patrono*. But if the Ship be a Warfaring Ship, the Principal perſon is commonly called Captain by Us and other near Nations. The next to the Maſter is he who directs the Ship in the courſe of her Voyage, called by the French-men, Pilot; by Us and the Dutch, Steirſmen; by the Romans, *Gubernator*; (c) by the Italians, *Nochiero* (d) *Pilotto*, and *Navarchus*, as *Gerretus* writes.

(a) *L.* 1. & paſſim. ad l. Rhod. & l. 1. parag. 2. naut. caup.

(b) *Vide l. ſemper de jur. immunita.* & l. 3. C. de navicular.

Vide Vegetium de re militar.

(c) *Vide leges navales Rhodior.*

(d) *Il conſolato.*

The third Perſon is commonly called the Maſters Mate or Companion, chiefly if the Maſter be Steirſman himſelf: This man is called by the Grecians and Romans *Proreta*: (e) his charge is to command all before the Maſt.

(e) *Vide dd. Il. navales*, & *Plautum in rudente.*

The fourth Perſon is he, who attends upon the mending of the faulty parts in the Ship, called by Us and the Dutch, Timberman or Shipwright; by the Old Grecians and Romans, *Naupegus* or *Naupagus*: (f) but by the late Grecians, *Calaphates*; for

(f) *Vide dd. Il. ſelec. Rhod.*

which cauſe the Emperor *Michael* was called *Calaphates*, becauſe his Father had been a Shipwright in *Paphlagonia*; as witneſſeth *Egnatius* and *Volateranus*, * and therefore the Venetians and Italians name their Timberman *Calafatte*. (g)

The next Perſon in order, is he who bears the charge of the Ships-boat, called by Us, Boatſman; by the Italians, *Barchierie*; by the Grecians and Romans, *Carabita*: For *Carabus* notes the Boat of the Ship. (h)

The ſixth perſon requiſite in any Ship of great burthen, is a Clerk; by the Italians, *Scrivano*, (i) whoſe office is to write up and make account of all things received or delivered in the Ship, together with all the ordinary and needful expences made upon Ship and Kippage: Who for his more faithful diſcharge, ſhould at his entry be Sworn before the ordinary Sea-Judge; as is ordinarily practiſed in *Ancona*, and other parts of *Italy*. (k)

The ſeventh is the Cook, a moſt neceſſary member as long as there will be Bellies.

The eighth is the Ships-boy, who keeps her continually in harbors; called therefore by the Grecians, *Nauphylakes*; by the Romans, *Dietarius*; (l) and by the Italians, *Guardiano*. (m) All the foreſaids are diſtinct in Offices and Names, and therefore accordingly ſhould alſo be diſtinguiſhed in Hires and Fees, after the cuſtom of the Country. The reſt of the Perſons of the Kippage, are under the common ſtyle of Mariners, which the Romans call *Nautas*: but they name thoſe of the loweſt and baſe degree, as may be the Boys and Apprentiſes in Ship, *Meſonautæ*, (n) and *Nautebatæ*, as who ſhould be ready at command, to climb upon the Tews, or ſuch common ſervice in the Ship. (o)

* *Lib.* 23.

(g) *Vide il conſola.*

(h) *Vide dd. ll Selec.*

(i) *Vide Il conſol.*

(k) *Ferretus de re & jure navali.*

(l) *L.* 1. *parag.* 2. *naut. caup.*

(m) *Il conſolato.*

(n) *Vide Budæum ad l.* 1. *naut. caup.*

(o) *Vide l. debet. parag. hæc actio. naut. caup.*

CHAP. VII.

The Fraughting of Ships.

NO Ship ſhould be fraughted without a Charter-Party Written and Subſcribed, [a] containing both the Maſter and Merchant, and the name of the Ship, that no doubt may ariſe; [b] and likewiſe, that the Maſter ſhall find a ſufficient Steirſman, Timberman, Shipman, and Mariners convenient, Ship-tycht, Maſts, Sayles, Tews, ſtrong Anchors, and Boat fit for the Ship, with Fire, Water, and Salt, on his own expences. [c] And this Charter-Party among all the Weſtern Merchants, and thoſe of the great Ocean, uſually is made to perform all things requiſite by the Laws of *Oleron*. [d]

And if there be no Writing, but an Earneſt, then the Merchant, if he repent or rue, loſeth his Earneſt: But the Skipper, if he repent, loſeth the double of the Earneſt or Arles. [e]

If the Ship be not ready at the day appointed in the Charter-Party to go to Sea, the Merchant may not only free himſelf of her, * except he hold his peace and diſcharge her not (for then by his ſilence he appears to conſent of new) but alſo ſhall or may obtain all charges, ſcathes and intereſt: [f] Except the Maſter ſhew ſome excuſe of a notorious neceſſity, or of a chance that could not be eſchewed: And then he loſeth only his fraught, becauſe he hath not deſerved it. [g] But if the fault be in the Merchant, [h] he ſhall pay the Skipper and Ships damage, or according to the *Rhodian* Law, ſhall entertain the kippage and company ten days; and if then he ſtay longer ſhall pay the fraught of all accordingly: [i] And further, ſhall upſet all hurt and damage hapning by Fire, Water, or otherwiſe, after the time appointed. [k]

It is true, that the *Rhodians* charge the Merchant in this caſe only with half fraught, and the Skipper with the whole fraught if he ſail: Albeit that the Romans inflict the pain of the whole fraught upon the Merchant: [m] Eſpecially, if

[a] *Il naval. Rhod. ſelect. art.* 20.

[b] *Vide Bartol. in l. quod rerum parag. Si nav. de leg.* 1. *argumento l. Labeo de Supel. legat. &c.*

[c] *Cap.* 17. *&* 130 *art. Jacob.* 3 *Vide de il. Rhod.*

[d] *D. art.* 20.

[e] *Art.* 19. *ll. naval. Rhod.*

* *Per legem item. parag. Si in lege loca.*

[f] *Oleron.*

[g] *Per. l. ſi ex conducto, & l. ſi item fundus, & l. hæc diſtinctio & d. l. ſi in lege loca.*

[h] *D. l. ex conducto.*

[i] *Art.* 25. *legum navalium.*

[k] *Art.* 20. *eod.*

[m] *D. l. ſi in lege, & l. ult. ad Rhod. & d. l. in conducto.*

if he take forth his Goods again; for then is the fraught thought to be deserved. (n)

But if the Ship in her Voyage become unable without the Masters fault, or that the Master or Ship be Arrested by some Magistrate in her way, the Master may either mend his Ship, or fraught another: But in case the Merchant agree not thereunto, then the Master shall at least obtain his fraught, so far as he hath deserved it. (o)

For otherwise, except the Merchant consent, or necessity constrain the Skipper, to put the Goods in another Ship worse than his own, the Master is holden for all losses and damage, except that both the Ships Perish that Voyage, and that no fault nor fraud be found with the Master. (p) Also it is recounted for a fault, if the Master put forth the Ship to Sea, either without a skilful Pilot, or without sufficient Furniture and Necessaries, according to the clause ordinary of Charter-Parties, or that the other Ship, in which the Goods were last put in, be not sufficient, or that the Master hazard forth to Sea in an unlikely time. (q) Yea in former times it was forbidden expresly, as by the Emperors *Gratian*, *Theodosius*, and *Valentinian*, to hazard upon Sea from *November* till *April*. (r) As also by the Kings of *Scotland*, from St. *Judes* day till *Candlemas*. (s) And always it is accounted by the Laws for a fault, to make forth of a Port in time of a manifest storm. (t)

Item, if a Skipper set forth his Ship for a certain charge, and then takes in any more, he ought to lose his fraught justly. (u)

And in such a case, when Goods be cast through storm, it shall not be made good by any contribution, but by the Skipper his own purse. (x) And if he over-burthen the Ship above the Birth-mark, he shall pay a Fine. (y)

Item, if Ship Port at any other Port than she was fraughted to against the Masters will, as by storm, or some force; then the Goods shall be Transported to the Port conditioned on the Skippers charges: But this thing also must be tried by the Oath of the Skipper, and two of his Mariners: (z) Or else the Skipper may be in further danger.

Where also it is to be observed, that for the in-going to sundry divers Ports by the way, imports not a diversity or a multiplication of Voyages. *

But if any man compel the Skipper to overburthen Ship or Boat, he may be therefore accused criminally, and pay the damage happening thereby. (a)

Item, if any Skipper set his Ship to an Unfree-man, and not of substance, and other qualities prescribled by King *James* the Third, (b) he and his Mariners shall under-lie the pains contained therein.

Item, if a Merchant put in more Goods in Ship than was conditioned, then may the Skipper take what fraught he please. (c)

It is imputed for a fault to the Master, if he direct his course by ways either dangerous through Pirats, Enemies, or other Evil Adventurers, and holds not forth his due rout, (d) and damage happen thereby.

It is likewise counted a Fault, if the Master carry the Pensel or Flag of other Nations than his Own, and thereby incurs scath and loss of any thing. (e) For as Packets, Pipes, Hogsheads, and such like, should he marked by the proper marks of the Merchants, to whom they appertain: (f) Even so should Ships be discerned one from another by their own Pensel or Flag.

Item, if Coffers, Pipes, Packets, &c. be delivered Close and Sealed, and afterward shall be received Open and Loose, the Master is to be charged therefore, until a due trial and consideration of that matter. (g)

The Master also must be answerable for that harm, which the Rats for want of a Cat do in the Ship to any Merchandise. (h)

(n) *L. ult. locat.*

(o) *Oleron & l. ult. ad. 1. Rhod.*

(p) *D. l. ult.*

(q) *D. l. Item.*

(r) *L. 3. de nauf. C. Theodof. & l. 3. de nauf. C. Juſtin. lib. 11.*

(s) *Vide Act. Par.*

(t) *L. utiq; parag. fin & l. qui peritorio parag. fin. de vend. l. Item queritor. ſect. ſi naviculatius. C. locat & l. ult. de naufrag.*

(u) *La rool d' Oleron.*

(x) *Art. 25. l. g. naval. Rhod.*

(y) *Denmark.*

(z) *Oleron.*

* *DD. in l. qui Romæ parag. Callimachus. de verb. oblig.*

(a) *L. unica. C. ne quid. one. pub. lib. 11.*

(b) *C. 17, &c. 127. actor. Jac. 3.*

(c) *Il conſolato del mare.*

(d) *L. pen. parag. ſi navis. loc. & l. pecuniam de cond. indeb. & l. qui fiſcalis C. de naviculi. lib. 11. & l. quum proponas de naut. foen.*

(e) *Per l. quum proponas. ad l. Rhod.*

(f) *Per l. 1. C. de navib. non excuſ. & l. minimè de eſpic. aud.*

(g) *Bar. in l. in actionib. in fin. de in lit. jurand. & in l. unic. furt. adverſ. naut.*

(h) *Per l. Item, quæ parag. ſi fullo. loc.*

CHAP.

CHAP. VIII.

Of the Master of the Ship, his Power, and Duty thereunto belonging.

THE Master of the Ship is he to whom the whole Power and Charge of the Ship is committed; (a) Which Power is prescribed, partly by the Owner or Out-trader, and partly by the Common Law of the Sea: As, to set her forth for fraught; to take Passengers; to mend and furnish the Ship. (b) And to that effect, if need be, in a strange Country to borrow Money with advice of the kippage or company, (c) upon some of the Tackle, or to sell some of the Merchants Goods; provided, that the highest price that the rest of the Goods is sold for at the Market, be repayed to the Merchant: Which being done, the fraught of that Goods so sold and repayed, shall be repayed by the Master to the Owner of the Ship, as well as the fraught of the rest of the Merchants Goods, except the Ship Perish in the Voyage; in which case only the price that the sold Goods were bought for, shall be rendred: (d) And for no other cause, no not in the chance of Shipwrack, may the Master take on or conquest Money, especially by selling of Merchants Goods. (e) And thus far concerning his Power.

As for the Masters duty, he ought first, before he loose or make sail, to seek and obtain the consent of the most part of the kippage or company; yea, if he be not very skilful, he should do no other thing of importance without their advice: Otherwise he shall undergo whatever damage happens by his doings; (f) and especially if he loose forth of any Harbor without an expert Pilot, (g) yea, or in the Harbor the Ship happen to fall over. (h)

And as the Skipper his rashness and unskilfulness is thus-wise corrected: Even so his negligence and sloath is to be punished. As First, by suffering the Overlap and Cow-bridge to be untight, (i) or the Pump to be faulty, or a sufficient decking to be lacking; (k) and especially, from Corn, Victual, and such like Goods, which should be most carefully kept, and fenced from Water and spoyling. (l) Otherwise the negligent Skipper is holden to make good all scath or damage coming thereby, besides that the fraught of such spoyled Goods is lost; except that (m) the Ship or Crear was open from the beginning, and fraughted without any Overlap: (n) Which two kinds of Ships are tearmed by the Jurisconsult, *Emphractæ & Rephractæ.* (o)

Further, this duty is required of the Master, that according to the Act made by King *James* the Third of *Scotland*, he give up the names of all Persons Transported in his Ship, before he make sail. (p) As likewise at his return, the just Inventory of the Goods of any Persons, which shall happen to depart this Life in that Voyage; (q) to the end that not only the *lieges & home*, neareſt to the Dead, may Succed to their Right: But also concerning Strangers so Deceased, and their Goods, that the same may be put in sure keeping, forth-coming for three years space; but by the custom of *England*, one year, until the neareſt of the Dead Mans Kin come and claim the same. (r) Or which Goods in the mean time, the Bedding with the Pertinents thereof, may be of due taken by Master and his Mate, to their uses; as also such Cloathing, and other things then presently upon that Persons Body, may be delivered to the Boatsman and Servants of the Ship, as who ought therefore to Bury, or Cure at least, the over-putting of the Dead in the Sea. (s)

(a) *L. 1. de exercit. Act.*
(b) *D. l. 1.*
(c) *Oleron.*
(d) *Eod.*
(e) *Eod.*
(f) *Eod.*
(g) *L. Item, Magister locat.*
(h) *Oleron.*
(i) *Denmark.*
(k) *Leges naval. Rhod. art.* 11.
(l) *Eod. art.* 38.
(m) *Art.* 44. *Eod.*
(n) *Vide l. parag. quædam de exercit.*
(o) *D. l. 1. parg. quædam.*
(p) *C. 27. actor. per. Jac. 3. & L'Admiral de France.*
(q) *L'Admiral.*
(r) *Il consolat. del mar.*
(s) *Eod.*

CHAP. IX.

Of the Masters Duty to the Merchant and Passenger; and of his Priviledges.

THE Master ought to render again whatever he receives within his Ship to him who delivered the same, as well Victual, as Cloathing and Merchandise, Goods, or other things: (a) where we take Goods to be delivered, if either it be put in the Ship, or in the presence of the Master or Clerk, as his Deputy, laid to the Ships side, (b) and both ways, the peril to appertain to the Master. (c)

Which thing also is extended to Boatsmen, and to the Ferriers: (d) and yet it is surest to deliver Goods before witness, and that either to the Master, Clerk, or Skipper his Deputies thereto, (e) for the Master is not holden for such things as are put in Ship without his, and his companies knowledge (f) because where Men are found ignorant, they are also esteemed not to consent. But if the Merchant or Passenger keep his Goods by himself, as Money or such thing in his Coffers, and then alledge the lack thereof, then is the Skipper and his Kippage only to purge themselves by their Oath. (f) But if afterward notwithstanding they be found guilty, the Denyer shall pay the double, and also be punished for Perjury. (g)

Even so, the Master is liable for all damage sustained through evil Hooks, Cordels, Blocks or Lines; namely, if the Mariner foreshew the said things to be faulty: And always the Mariners shall help the Skipper in common to pay the said damage. (h)

Item, if any Scath or damage happen to the Merchant or Passengers, Goods, through unreasonable stowing or breaking up, the Master shall not only refound or make good the same, but also lose his Fraught, and twenty pound in *Scotland* to the King, (i) or his Admiral as his Successor now; and for lack of proof in this case, the Skipper and his Kippage shall be put to their Oath. (k)

Further, whatever shall happen through fault, negligence, or chance eschewable, or by the deed of Passengers and others than himself or his Kippage, the Skipper is holden to answer and pay for all, to the utermost penny: (l) For if such damage happen by a Mariner, the Skipper shall refound the double, (m) but he may repet it from the Mariner. (n) But it is not so if the damage be done by a Mariner to another, except he be a Merchant also, or by a Merchant or Passenger to one another, then shall not the double be sought of the Master. (o) Neither yet is the Master holden for any thing without the Ship, or yet within the same, if he duly forwarn each Man to keep his own Goods, and they agree thereunto. (p)

Such is the force of due protestation, according to the opinions of the most famous Doctors; (q) which conditions aforesaid, are most justly laid upon the Master, because he ought to hire good Men, and no evil persons in his company: (r) For it is in his own free will to choose his campany, and he should not be ignorant of the Men he hath to do with; (s) otherwise, if the Master were not so obliged to all such duties and diligence for the Merchant and Passenger, there should be great occasion of stealth and spoil. (t)

Lastly, if through the Masters fault, confiscation, or other damage happens, as for non-payment of the Custom, or false Bills of the Goods Customable, or for transporting of unlawful Goods, the Master shall refound the same with the Interest. (u)

(a) *T. T. naut. caup.*
(b) *L. 1. in fin. eodem.*
(c) *L. 3. eod.*
(d) *D. L. 1. par. 3.*
(e) *Art. 12. ll. navalium.*
(f) *L. 1 depositi.*
(f) *Eod. art. 13.*
(g) *Art. 14. eod.*
(h) *Oleron.*
(i) *Eod. & c. 17. & c. 130. act. Jacob. 3.*
(k) *Oleron.*
(l) *D. l. 1. in fin. & l. si vendica de peric. rei. vend. & l. 5. & 6. naut. caup.*
(m) *D. l. 6. & l. 7. Eod.*
(n) *L. l. 7.*
(o) *Vide d. l. 7. & l. unic. furt. ad naut. caup.*
(p) *L. fin naut. caup. & per l. itaque de ed. edict.*
(q) *Bartol. & Jason in l. non solum parag. morter. de non oper. nunc.*
(r) *Instit. de ob. quæ ex delict. parag. fin.*
(s) *l. qui cum ad. de reg. jur.*
(t) *L. 1. in fin. naut. caup.*
(u) *Secund. fin. l. ult. ad l. Rhod. & l. quum proponas C. de naut. fœnor.*

But concerning the purſuits of theſe aforeſaids, as the Merchant may well purſue for the ſpoiled Goods only: (x) Even ſo may the Maſter purſue the ſtollen Goods; as he who muſt only, at leaſt chiefly, anſwer therefore. (y) And yet for all this, in caſe for want of theſe things, which the Merchant at the fraughting promiſed to be done at the entry to the Voyage, any of the foreſaid loſſes happen, and therewith the Maſter and four Mariners ſwear no Fault to have been in them, the Maſter ſhall go free. (z)

(x) *Accurſius in l. 5. naut. caup. per. l. mela ad l. aq.*
(y) *Per l. itaq; de furtis.*
(z) *La rool a Oleron.*

And yet muſt we not over-paſs this Obſervation, that if the Maſter offer the juſt Cuſtom, Anchorage, or whatever other Duty pertains to any Cuſtomers, and he, becauſe of their Unrighteous refuſal, makes ſail, the Weather and his Neceſſity ſo requiring, then may he be juſtly defended afterward againſt that Cuſtomer. (a) Neither yet ſhould a Ship, that hath once paid her Ancorages, pay again, if ſhe be forced through tempeſt back to the ſame Port. (b)

(a) *Per l. quanta. de pitu.*
(b) *Per l. fin. parag. ſi propter neceſſitatem. eod.*

CHAP. X.

The Maſters Duty to the Mariner.

Seeing the Maſter is the ordinary Ruler over his own Kippage or Company, he ought to keep them in Peace ſo long as they eat his Bread. (a) And if any Mariner happen to be hurt in doing ſervice, or by his companion, the Maſter ſhall cauſe him to be healed, as he who is only anſwerable for the fact of all within Ship-board; (b) and then by his Authority, repeit or recover from the other Mariner, the Charges, with all that is loſt to the hurt man thereby: (c) Except that he, who is hurt or lamed have provoked the other by evident Invaſion, Aſſault, or Strokes. (d)

(a) *Oleron.*
(b) *Per l. 1. de exerc. act. & l. fin. naut. caup.*
(c) *Art. 5. ll. naval.*
(d) *Art. 6. eod.*

And if a Mariner become Sick, the Skipper ſhall cauſe him to be laid in a Houſe, with all ſuſtentation neceſſary and uſual in the Ship, but ſhall not ſtay the Ship until he be healed; and when he recovers health, ſhall give him his hire: Or if he die, ſhall give it to the Wife or neareſt Friends. (e) But if a Mariner be not hurt in the Ships ſervice, the Skipper ſhall hire another in his place; who if he draw more hire, then that Mariner ſhall refound the ſuperplus. (f) And always the Maſter ought to lend his Mariners, if they lack. (g)

(e) *Per l. ult. ad l. Rhod.*
(f) *Oleron.*
(g) *Eod.*

Item, if through the Maſters fault, the Ships-boat periſh with any Mariners in it, as through ſpoiled Tews, &c. then ſhall the Maſter pay one whole years hire to the heires of the drowned. (h)

(h) *Art. 46. ll. naval.*

Item, he ought to give his Mariners Fleſh upon *Sunday*, *Tueſday*, and *Thurſday*; and upon other days, Fiſh, or ſuch like, with ſufficient drink: But no meat to them that ſleep not in the Ship. (i) And yet the quality and quantity of Mariners food and hires goeth diverſly, according to the divers Cuſtoms of Countries, and the Conditions made at the entry to their Voyage.

(i) *Il conſolato.*

CHAP.

CHAP. XI.

Of the Duties and Priviledges of Mariners.

MAriners owe all due obedience to the Maſter, not only in flying from him in his wrath, ſo far as they can, but alſo in ſuffering; yet may they after one ſtroak defend themſelves. In caſe of Rebellion of Mariners againſt their Maſter, which is thought then to be done, when the Maſter hath thrice lifted the Towel from before any Mariner, and yet he ſubmits not himſelf, then may he not only be commanded forth of the Ship at the firſt Land, but alſo, if he make open ſtrife and debate againſt the Maſter, he ſhall loſe his half hire, with all the Goods he hath within Ship-board. (a)

(a) *Oleron, & il conſolato.*

But if in this ſtrife a Mariner uſeth any Armour or Weapons, then ſhould the reſt of the Mariners Bind him, Priſon him, and preſent him to Juſtice; ſo that if any of them refuſe to lay to his hand, and to aſſiſt, he ſhall loſe his hire, with all that he hath within Ship-board. (b) Yea, in caſe any number of the Mariners would conſpire to force the Skipper to paſs to any other Port than to the which he was fraughted, then may they be accuſed Criminally, and puniſhed as for a Capital Crime. (c)

(b) *Il conſolato. cap.* 160.

(c) *Denmark.*

And yet, if a Rebellious Mariner repent in time, and offer amends for a ſimple Rebellion, and the Skipper notwithſtanding refuſe; he may follow the Ship, and obtain his hire. (d)

(d) *Oleron.*

Mariners ought each one to help and aſſiſt others on the Sea: Or elſe he, that refuſeth, loſeth his hire; and the Oath of his Fellows ſhall be a Proof againſt him. (e)

(e) *Eodem.*

Mariners in a ſtrange Port ſhould not leave the Ship without the Maſters licence, or faſtning her with four Tews; or elſe the loſs lights upon them. They ſhould alſo await upon the Ship until ſhe be diſcharged, and balaſted new, (f) and the Tackle taken down.

(f) *Denmark. Oleron.*

And if a Mariner, in time of looſing and lading, labour not with the reſt of the Company, but goes idle and abſents himſelf, he ſhall pay a fine to the reſt, *pro rata*, at the Maſters diſcretion. (g)

(g) *Denmark.*

At leaſt, the half of the Kippage or Company ought in a ſtrange Country, Port, or Road to ſtay aboard: And the reſt, who go a-land, albeit with licence, ſhould keep Sobriety, and abſtain from ſuſpected Places, or elſe ſhould be puniſhed in Body and Purſe, like as he who abſents himſelf when the Ship is ready to Sail. (h) Yea, if he give out himſelf for worthier than he is in his Calling, he ſhall loſe his hire, half to the Admiral, and the other half to the Maſter: (i) But this eſpecially ought to be executed againſt an unworthy Pilot. (k) The Mariner alſo forfeits his hire, if the Ship break in any part, and he help not with all his diligence to ſave the Goods. (l)

(h) *Denmark.*

(i) *Eodem.*

(k) *Eodem.*

(l) *Oleron.*

If it chance any otherwiſe than well to the Maſter, the Mariners are then holden to bring back the Ship to the Port from whence ſhe was fraughted, without delay, (m) except it be otherwiſe Provided.

(m) *Eodem.*

A Mariner may carry as much meat forth of the Ship as he may eat at a meal, but no drink. (n)

(n) *Eodem.*

A Mariner may either keep his Portage in his own hand, or put forth the ſame for fraught: And yet ſhould not the Ship ſtay upon the preparation for his Portage. (o) So that in caſe the Ship be fully laden before the Goods for his Portage be brought in, he ſhall have the juſt fraught of ſo much Goods. (p)

(o) *Eodem.*

(p) *Il conſolato.*

If a Ship paſs further than the Mariner was hired, his hire ſhould be accordingly augmented; except he be hired, as the French man ſpeaks, *à marcages, mais non à deniers.*

deniers. (*q*) If a Mariner run away with his hire undeſerved, he deſerves the Gallows. (*r*)

(q) *Oleron.*

(r) *Denmark, & Oleron.*

If a Mariner be hired for a ſimple Mariner, and afterward in the Voyage, finds hiring to be a Pilot or a Maſter, he may paſs with proviſion to render his former hire: Even ſo is it, if he marry. (*s*)

(s) *Eodem.*

Mariners are not only holden to looſe and deliver Goods over-board; but alſo if no Porters nor Carriers be in thoſe parts, to carry the ſame themſelves for ſuch hire as other workmen ſhould have had therefore. (*t*)

(t) *Il conſolato del mare.*

If it happen a Ship to be prized for Debt, or otherwiſe to be forfeited, yet ſhould the Mariners hire be paid; and if ſhe proſper, to receive their pay in the ſame Money that the fraught is paid with. (*u*)

(u) *Eodem.*

Laſtly, a Mariner ſhould neither be arreſted, nor taken forth of a Ship making to Sail, for any Debt, but only his hire, and as much other Goods as he hath in the Ship arreſted therefore, according to the quantity of the Debt, and the Maſter to be anſwerable for all: (*x*) Becauſe the Ship is compared to a Man's dwelling houſe; (*y*) and by the Civil Law, a Mans dwelling houſe is his moſt ſure refuge (*z*) except for a ſworn Debt, or a Penalty to the King through ſome Crime.

(x) *Oleron. Denmark. Kintor.*

(y) *Bald. in l. certi juris. loc.*

(z) *L. nemo de reg. jur. & l. plerumq; de in jus voc.*

CHAP. XII.

Of the Clerk of the Ship.

IN Ships of great bulk and burden, a Clerk is moſt needful: Who being put in by Men of chief Power, and Sworn ſolemnly before ſome Judge, as the uſe is in *Italy*, (or at leaſt before Owners and Mariners) that he ſhall write nothing but the truth, nor leave ought unwritten; being, I ſay, ſo conſtitute, neither Merchant nor Mariner may put in nor take out any thing of the Ship without his knowledge. So that whatſoever Goods or other thing ſhall happen through ſtorm or otherwiſe to be caſt, ſtollen, or ſpoyled, that hath not been preſented or ſhewn to the Clerk, it ſhall no way be up-ſet by Contribution, or any ſearch made therefore. And if it come ſafe to Land, the Skipper may take what Fraught he likes therefore. Alſo the Clerk may take of that which is delivered to him, and ſell thereof for the Ships need, but muſt ſatisfie the Owner thereof: For he muſt be always countable of his Receits: (*a*) But howſoever he do, he may neither take in, nor give forth Goods by night, but in day light. (*b*) *Vide Statuta Ang.*

(a) *Il conſolato.*

(b) *L'Admiral de France.*

CHAP. XIII.

Of a Pilot or Steirſman.

IF a Maſter hire a Steirſman, not only for to guide his Ship in through ſhalds, or other dangers at a time only, but alſo for a whole Voyage, and to be ready therefore againſt a certain day, and he fail to keep that day, he ſhall not only pay Maſter and Merchants damage or ſtay, but alſo the Fraught that is loſt thereby; except ſickneſs, or ſome very lawful excuſe qualifie it. (*a*)

(a) *Oleron & arg. l. ult. ad. l. Rhod.*

A Steirſman, after the time he hath brought the Ship in ſure harbour, is no further bound

bound or liable; for then ſhould the Maſter ſee to her Bed and her Lying, and bear all the reſt of the burden, charge, and danger: So that if before ſhe come into the Port or ſome ſafety, either ſhe or Goods periſh or be ſpoiled, the Pilot makes good the ſame: Yea, if his Fault or Ignorance be ſo groſs, that the Company ſees any manifeſt and preſent wrack to all thereby, then may they lead him to the Hatches and ſtrike off his Head. [*b*] Yea, if without any ſeen danger, certain of the skilfulleſt Mariners deem that he is not ſo skilful, as he ſet himſelf forth to be, then ſhall he both loſe his hire, and double the ſame to the Admiral and Maſter, or elſe paſs thrice under the Ships keil. [*c*]

[b] *Oleron & il conſolat.*

[c] *Denmark.*

CHAP. XIV.

Of Money lent to Sea, called Nauticum fœnus.

GReat is the difference, or at leaſt ſhould be, betwixt Money lent, amongſt men, to uſe on Land, and that Money which is lent to Sea; for this Money is called *pecunia Trajectitia*, becauſe that upon the hazard of the lender it is carried over Sea. So that if the Ship periſh, or that all be ſpoiled, the Money loſes to the lender. [*a*] But on the contrary, Money on Land is delivered on the Peril of the borrower: So that the profit of this is the price of the only ſimple loan; therefore generally called *uſura*: But the profit of the other loan is called, *uſura maritima*, or *fœnus nauticum*, which is not the price of the loan, but of the hazard and danger which the lender takes upon him during the loan: [*b*] Which is underſtood to be a certain day or Voyage, or whatever of time agreed upon. And therefore if the Money miſcarry, either before the Voyage begun, or after the term appointed for the full loan; then the Peril appertains to the borrower thereof, and not to the lender: [*c*] I mean of Perils proceeding from Storms, Violence, Spoil, or ſuch like occaſions, which cannot be eſchewed by any diligence of the borrower; and therefore in caſe the borrower imploy the lent Money upon lawful Goods, or that by his defrauding of the due Cuſtoms the ſame be confiſcate, the lender is freed of ſuch hazards. [*d*] It is alſo to be noted, that Money lent upon the Sea without hazard, and yet with ſecurity, ſhould pay no profit, ſuppoſe it were Unbooked in the Clerks Book with the profit; contrary to that which is lent on Land: [*e*] So that albeit Money be lent within the Ship during the Voyage, to the need of the Company; and if, before the day appointed for the rendring, Shipwrack or Spoil happen, then ſhould the loſs come in contribution between them; [*f*] becauſe if that Money had been lying by the lender ſtill unlent, it had been in common danger of Shipwrack or Spoil with the reſt. But if the time appointed were paſt with the hazards aforeſaid, then ſhall the borrower repay the borrowed Money free from all contribution. [*g*]

Further, in caſe the borrower deteines any ſuch lent Money, as is aforeſaid, beyond the term appointed for the repaying, he ſhall at his return not only pay the profit agreed upon before the Voyage, but alſo augment the ſame according to the greater time, and yet ſhall not pay the profit of that firſt condition, but only after the common rate. [*h*]

[a] *L. 1 de fœn. naut.*

[b] *L. periculi. eod.*

[c] *Vide paſſim dd. ll. de fœn. naut. & dd. ll. naval. Rhod.*

[d] *Vide l. 3. C. de fœn. naut.*

[e] *Art. 15. & 16. Leg. naval.*

[f] *Art. 17. eod.*

[g] *D. art. 7.*

[h] *Art. 18. eod.*

CHAP. XV.

Of the Out-traders, or Out-riggers, Furniſhers, Hirers, and of the Owners of Ships, and of Actions for, and againſt, them.

IT is not only permitted to him, who contracts with the Maſter of a Ship, or that hath any other Action or claim againſt him, as Maſter of the Ship, to purſue him; but alſo the Out-trader, Setter, or Exercitor thereof, as him who placed the Maſter; and therefore ought to make good the Maſters Deed and Fact. [a] This Out-trader we take to be him to whom the Commodity of the Ship [b] redounds; ſo that he may lay his Action upon any of them; *Ne in plures adverſarios diſtrahatur qui cum uno tantùm contraxit.* [c]

But the reſt of the Owners or Out-traders ſhall relieve this man *pro rata*, of their portions; except the handling of the Ship be ſo ſeverally divided amongſt them: Or that the Maſter have not his Power and Commiſſion of them all: [d] Or that the Maſter have obliged himſelf beyond his Commiſſion; as if he have taken up Money to mend the Ship, when as ſhe needs it not: Or that he have no Commiſſion at all; in which caſe the lender hath to blame his own folly: For by the common rule of Law, men ſhould know well the Perſons and their Conditions, with whom they have to bargain. [e] And yet in caſe evident need be of mending, and Money be lent thereto; ſuppoſe the Maſter ſhould ſpend it otherwiſe, yet ought the Out-trader to ſatisfie the Creditor. [f] But above all, that Money which is lent for Victuals to the Ships Company, ſhould be repayed, as preferred before all other ſort of Debts. [g] But a Merchant contracting with a Mariner, that is not a Maſter, ſhall have no Action againſt the Out-trader, except for a fault done by the Mariner, eſpecially, if he hath been hired and put in by the Out-trader.

Again, albeit by the Common-Law of the Sea, the Out-traders may not purſue Perſons obliged to the Skipper, yet are they permitted to purſue upon the Maſters contract, as they had been Contractors principal; [h] becauſe in ſuch dealings he ſuſtains the Out-traders perſon: And becauſe of the great Common-wealth that is procured by this kind of Traffick, [i] worthily ſuch priviledges to the Out-traders and Exercers of Shipping are granted. And yet is not the Maſter always bound to ſatisfie all counts to the Outraders: Eſpecially, in caſe it happen ſome Paſſengers to be *Non ſolvendo*, the Maſter is not holden to pay for them, becauſe it becomes not the Maſter, in the acceptation of Paſſengers, to ſearch out ſo narrowly their Means and Ability. [k]

And again, the Out-trader is not holden always to anſwer for the Maſters ſloath, but for his own ſelf. [l]

[a] *Parag. exercitor. juſt. de ob. ex quaſi delic. T. T. naut. caup.*
[b] *Eod. ibid.*
[c] *D. l. 1, 2, & 3. eod.*
[d] *L. 4. in prin. eod.*
[e] *D. l. 1. & l. qui cum alio de reg. jur.*
[f] *L. ult. de exer. act.*
[g] *Per l. interdum cum ſeq. Qui potior in pig.*
[h] *Paſſim. d. l. 1.*
[i] *D. l. 1. para. 10.*
[k] *L. 2. ſect. 6. d. l. Rhod.*
[l] *Oleron.*

CHAP.

CHAP. XVI.

Of ſundry Partners of Ships, and their diſcords.

MOreover, concerning the Owners of the Ship, in caſe they cannot agree amongſt themſelves to remain in Partnerſhip; ſeeing by the Law they cannot be conſtrained thereunto: [*a*] Yea, not albeit a Paction had been made never to ſunder; [*b*] then is there many conſiderations required in their ſundring. And Firſt, if their common Ship or Cray be put in building; or that ſhe be but preſently bought: In theſe caſes it is thought convenient, that ſhe ſhall be imployed one Voyage, Firſt, upon the common Out-trade and hazard, before any of theſe Partners be heard to ſunder and diſcharge their part. And after that, if they cannot agree, he who deſires to be free ſhould offer to the reſt, and ſet his part on ſuch a price as he will either hold or ſell, which if he will not do, and yet refuſes to Out-trade with the reſt, then may the reſt rig forth the Ship at their own charges, and alſo upon the hazard of the wilful refuſer, ſo far as his part extends, without any count to him of any deal or part of profit at her return: [*c*] But they muſt be bound to him to bring her home ſafe, or the value of his part.

[a] *L. fin. C. pro ſocio. & paſſ. inſt. & D. eod.*
[b] *L. in hoc parag. ſi conveniat pro ſoc.*
[c] *Denmark. cum ll. hic ſeq.*

And juſtly; becauſe that as Ships were invented in common for the uſe of all men, even of them which dwell in the Mountains, as on the Coaſts of the Sea: [*d*] So were they ordained and builded for ſayling, and not to lie idle and unoccupied. [*e*] But if the perſons, who have moſt part of the Ship, refuſe to abide in Partnerſhip with him who hath a ſmall part, that neither he can ſell his part at that price, without great loſs, nor yet is able for poverty to attain to their parts, then are they all bound to put the Ship to an Appraiſment. [*f*] Otherwiſe the ſcoff, which *Caſſelius*, a Roman Lawyer, uſed againſt two wilful Partners of a Ship, may alſo be uſed againſt ſuch: That is to ſay, while they asked him by what way they might divide and part their Ship, *Caſſelius* anſwered; If ye divide her, then neither of you ſhall have her. [*g*]

[d] *L. arboribus parag. naves de uſufr.*
[e] *Gloſſa in l. ſi navis. & juriſ. in l. utiq; para. culpæ de rei. undic. & l. arborib. parag. navis de uſufruct.*
[f] *Conſolato.*
[g] *Macrobius lib. 2. c. 6.*

And if for lack and want of Buyers in that place, the Poor Partner can neither eſchew the oppreſſion of the Richer, nor yet the Rich ſatisfie the Poor-man, perchance alſo wilful; then may the Judge ordinary deal and decree in this caſe, as he may *In omnibus aliis bonæ fidei actionibus:* That is to ſay, conſider all the circumſtances of the Perſons, their motions, the matter of their debate, with all the merits thereof, and make up a full conſideration of all together, that every man may obtain and receive his own due right. [*h*]

[h] *Secundum citata, & Secundum l. bona fid. Depoſit.*

CHAP. XVII.

Of caſting of Goods in a Voyage, and the like; and of Contribution to be made therefore.

COncerning Contribution or Scot and Lot, as we ſpeak, it is ordinary: And Firſt, it is practiſed upon Ships ſo ſtormeſtead, that for relief of Lives and Goods, caſting of Goods muſt be made: In that caſe the Maſter ſhall conſult with the Mariners: Who if they conſent not, and yet the ſtorm and danger continue, then may the Maſter caſt ſome Goods notwithſtanding

ing

ing: [a] But if the Merchant be preſent, let him begin to caſt, [b] and next the Mariners: But if the Mariner keep back any part that ſhould be caſt, to his own uſe, he ſhall render the double. [c]

But when afterward the Maſter ſhall come to Land, he muſt, with the moſt part his Company, ſwear, that he did caſt Goods for no other cauſe but for the ſafety of Ship, Goods, and Lives. [d] Secondly, when Goods are caſt, they ſhall be upſet and compenſed by a Contribution of Ship, and ſuch Goods as are ſafe thereby: [e] And not only of Goods paying fraught and burdenſome, but of Cloathing, Money, Jewels, and ſuch like, [f] which are not weighty.

For it is moſt righteous, that the loſs be common to all things which are ſafe thereby. [g] Except things born upon a mans Body, Victuals and ſuch like, put in Ship to be ſuſpended, and therefore ſhould not Scot and Lot with other Goods: Inſomuch, that when they become ſcant and wanting, each man is bound to communicate the ſame one to other. [h]

But here it may be asked, whether yet ſhould all kind of caſt Goods be upſet and made good by Contribution? As for example, the Goods tranſported above the overlap, and Goods forbidden to be Tranſported. [i] Sure, if ſuch Goods happen to be the cauſe of any ſcath and danger, the Maſter, who received the ſame within his Ship, ſhall bear the loſs, and alſo be criminally purſued therefore. [k]

But if Goods unadviſedly, without conſent of the Owner thereof, be caſt out, on the ſudden; then may he himſelf upon his conſcience eſteem his own Goods to the juſt worth, becauſe the Company hath that way by the raſh dealing loſt the priviledge they had to eſtimate that Goods. [l]

In like manner the Ship-gear and Apparrel, wracked by ſtorm, imports no more Contribution, than if a Work-man break or ſpoil his Work-tools or Inſtruments in his ordinary work, [m] except in the avoiding of a danger, as the helving the Maſt over-board, [n] or the ſlipping of a Tow-anchor, or Boat upon juſt fear, or at the deſire of the Merchants. [o] But that ſhould be always proved by the Oath of the Ship-men: For concerning all Facts within Houſe or Ship, credit muſt be given to the Domeſticks and Company familiar. [p] Alſo if Goods be put in without the Maſter and Clerks knowledge; if they be caſt, they ſhall have no Contribution. [q]

[a] *Oleron.*
[b] *Il conſolato.*
[c] *Art.* 39. *Il naval. ſelect.*
[d] *Oleron.*
[e] *L.* 1. & 2. *ad l. Rhod.*
[f] *D. l.*2. & *Oleron.*
[g] *Eod.*
[h] *D. l.* 2.
[i] *L.*17. & *c.* 130 *actor. Fac.* 3.
[k] *Arg. l. Unic. C. ne quid oner. public.*
[l] *Per. l. ſi fide. juſſor. D. qui ſatiſd. cog.*
[m] *D. l.*2. & *l. navis eod.*
[n] *L. amiſſæ. eod.* & *Oleron.*
[o] *D. l.* i, & il. *conſ. del. mar.*
[p] *Per. l. conſenſu. C. de repud.* & *l. quoties C. de naufrag.* & *c. veniens. Extr. de teſtib.* & *c.*2. *de probat.*
[q] *Il conſolato del mar.*

CHAP. XVIII.

Of Contribution for Pirats.

IF Ship or Goods be redeemed from a Pirat, Contribution ſhall be made therefore by all; becauſe the Redemption is made for the ſafety of all. But if the Pirat be once Maſter of all, and yet take but ſome ſpecial Goods, whether from Ship or Merchant, and not as a contentation for the ſparing of the reſt, it ſhould appear in this caſe, that ſeeing the remnant is not ſafe hereby, but freely ſpared, that no Contribution ſhould be made for the taken Goods. For oftentimes Pirats take but things at their pleaſure, and not of mind to ſpoil. [a] Yet now adays becauſe this chance, of taking at pleaſure, concerns (in common judgment) the reſt of the Goods, as ſubject to that ſame pleaſure of the Pirat; therefore ſhould it be alſo in common upſet by all, to whom that chance is common.

[a] *Vide latè. l.* 2. *ad l. Rhod.*

CHAP.

CHAP. XIX.

Of Contribution for ſpoiled and ſpilt Goods.

IF through the loſing of any caſt Goods, or upon any needful occaſion, the remaining Goods be ſpoiled either with wet, or otherways; a Contribution ſhall be made, proportionable for ſo much as they are made worſe. (*a*)

(a) *Vide l. navis 4. ad l. Rhod.*

CHAP. XX.

Of Contribution for lightning and disburdening of Ships for their eaſier entry into the Port, and for other chances.

IF it be needful to lighten a Ship of burden, for her eaſier entry to Port or Chanel, the two parts of the loſs fall upon the Goods, and the third part on the Ship; except that the Ship ſurpaſs in worth the loading, or that the charge of Goods be not the cauſe of her inability to enter, but ſome bad quality proceeding of the Ship it ſelf: (*a*) Or that otherways it be provided in the Charter-Party, that the Goods ſhall be fully delivered at the Port covenanted and appointed; for then condition makes Law: (*b*) In which caſe it is alſo to be obſerved, that if by occaſion of lightning, the Goods which are put in the Boat or Lighter periſh, the Ship and remaining Goods in Ship ſhall upſet the ſame. But on the contrary, if the Ship and remaining Goods periſh after the Lighter is once ſafe, no Contribution ſhall be ſet upon the Goods in the Lighter: Becauſe the Rule is conſtant, that only then ſhould Goods be liable to Contributions, when Ship and Goods come ſafe to Port. (*c*)

(a) *Oleron.*

(b) *L. 1. verſe quod convenit. depoſ.*

(c) *D. l. navis. & l. amiſſæ ad l. Rhod.*

Item, Contribution ſhould be for the Pilots Fee, that is taken in to guide her into an unknown Port; (*d*) as alſo to raiſe the Ship off ground, when the fault is not in the Maſter. (*e*)

(d) *Oleron.*

(e) *Eod.*

Even ſo if two Ships ruſh and croſs one over another, and the Company ſwear their Innocency, as that it lay not in their power to ſtay the ſame, Contribution muſt be made for one equal upſet of both their loſſes. (*f*) But not ſo, if one of them periſh, becauſe of that miſhap, there can be no due proportion of the loſs: For if it were otherwiſe, a malicious Skipper might of purpoſe ſet an old weak Ship againſt a ſtrong Ship, in hope of ſome upſet and recompence. And yet for redreſs of the loſt Ship, an Action may be to the Owner againſt the negligent Maſter, or the Mariner who looſed her, or cut her Cable: (*g*) Which Action is called *Legis Aquiliæ*, for damage and ſcath done. And therefore if ſuch a chance befal in the day-light, by a Ship under ſail againſt a Ship riding at Anchor, then the Maſter of that ſayling Ship ſhall make good the damage or ſcath of the other, to the extremity: And the like ſhall be done, if in the night the riding Ship hold fire and light forth, or make any crying to forewarn the other. (*h*)

(f) *Eod. & l. quemadmodum. parag. ſi navis ad l. Aquil.*

(g) *D. l. quemadmodum. parag. ſi navis ad l. Aquil.*

(h) *Art. 3. 6. 11. naval. Rhod.*

It alſo pertains to this argument, if ſome ſort of Goods, as Salt, or Corn, be

laid on heap by divers Partners, into a Ship without distinction, and that the Master deliver to any of them their due measure, and before the rest receive their measures, the remaining Salt or Corn washes or loses, he that had the good luck to be first served, enjoys it fully without any Contribution to the rest of the Partners: (*i*) Because when his Goods was put into the Ship, it was delivered to the Master, *tanquam in creditum*; and so he is become Owner, as of lent Money: Which men are not holden to render in the self-same pieces, but in value or such like Coin; (*k*) except there be some other condition past before: Which in all affairs maketh Law. Neither can this be imputed for any fault to the Master, because of necessity he behoveth to make delivery to one, first, before another. (*l*)

(i) *Inst. in pr. quib. mod. re contrab. ob. te. l. 2. si cert. peti.*

(k) *Quod convenit de verb. ob.*

(l) *Vide l. in mentive.*

CHAP. XXI.

Of the common manner of Contribution, and Execution thereof.

IN setting of Contribution or Rates, things must be estimate in manner following.

First, The Goods cast, spoiled, or rest; to the price they cost, if their chances did happen before mid-Voyage: But if after the mid-Voyage, then to the price the rest of the same Goods attain to at the Market; because there is here a consideration rather of loss and scath than of any gain. (*a*) And because damage and loss should be drawn as it were in streight, and gain and vantage spred forth and extend, according to *Harmenopolus* sentence; spoiled and lost Goods should be set to the common worth, and not after mens affections: (*b*) Except only in Goods unadvisedly cast: Wherein for the correction of the rashness of the Casters (as who thereby appear to have admitted their own priviledge) the estimation of the Goods is permitted to the conscience of the Merchant or Owner thereof (*c*) *Vide supra cap.* 17.

(a) *L. 2. in fin. ad l. Rhod. & il consolato.*

(b) *D. l. navis & l. pretia. ubi Bartol. ut. ad. l. 7. C. de prog. militar. lib. 12.*

(c) *Per. l. si fide-jussor. Qui. satisd. cog.*

Secondly, Concerning the Persons whose losses are under Contribution, he should first deal with the Master to retain all the same Goods on the bottom of the Ship in his keeping, until the rate be set and executed: (*d*) Or else may omit all other Persons, and pursue the Skipper *ex conducto:* Which also ceases, if the cast Goods be found again. (*e*)

(d) *L. 2. ad l. Rhod.*

(e) *D. l. 2. in fin.*

Lastly, Concerning the Master of the Ship his priviledge, it is not only upon the detinue, and keeping of the Goods and Geere brought within his Ship, which are thought as by a privy Band to be obliged, and given him in pledge for the fraught, by common consent of Lawyers, but also for the due and timely satisfaction of such Contributions; because the imposed Taxation, as likewise the fraught, is thought to stick firmly to the said Goods: And therefore the Master may hold his hand thereon, until satisfaction be made, (*f*) albeit that commonly the withholding of other mens Goods be not allowed. (*g*)

(f) *L. 1. de dol. mal. except. & l. si. non sortem. de cond. in de.*

(g) *L. 1. parag. rediguntur. D. quod vi aut clam.*

CHAP. XXII.

Of Priviledged Ships.

SHips or Boats, ſerving the Country or the Prince, have great Prerogatives. For firſt, they go free from all Impoſts, Cuſtoms, and Arreſtments, (*a*) not only in forth-going, but alſo in their return, according to *Frederick* the Emperor his conſtitution. (*b*) Yet if a Skipper ſerving the Prince or Country, wilfully falls on coaſts and by-courſes where he ſhould not, to their hurt and hinderance, he merits death: (*c*) And the Commanders or Officers in chief parts, who wittingly ſuffer ſuch Skippers to lye and ſlugger, incur a forfeiture of all their Goods. (*d*)

And if any man ſhall force the Skipper, of theſe or any other Ships, to take in more than his juſt charge, not only ſhould he upſet all hurt and loſs, but alſo be publickly puniſhed. (*e*)

And as theſe are the conditions of Ships ſerving the Prince; ſo is it to be known, that all ſorts of Ships are ſubject to this ſervice, upon command: (*f*) Otherwiſe in caſe they refuſe, their Ships ſhall be confiſcate, except they report a Teſtimony from the Admiral of very lawful excuſe. (*g*)

Yea, further is to be noted, that Maſters of Ships and Ferriers, once ſo profeſſed, are bound to ſerve as well Subjects in common, as the Prince; (*h*) except they have left the trade, or be under a ſafe conduct, or have taken in more than they can well carry a Ship-board. (*i*)

And this is a common priviledge to all ſorts of loaded and burdened Ships to have the neareſt place to the Shoar for their diſcharge and unloading; and therefore the Ships lightened to give them place. (*k*)

Laſtly, Even the Perſons who Build, Purchaſe, or Dreſs Ships expreſly for a Common-wealth to their Country, are accounted amongſt the priviledged: (*l*) Yea the frequenters of fayling are alſo priviledged in all Courts. (*m*)

(a) *L.1. de navicul.c.lib.11.*
(b) *Auth.ne filius pro patre.*
(c) *L.5.de navicular.C. lib. 11.*
(d) *L. ult.eod.*
(e) *Art. 49. Il. ſelectar.naval.*
(f) *Vide cap.d. navib.non excuſand.C.*
(g) *De offic. adm.Ang.*
(h) *Albericus ad cap. naut. caup. & in l. unic. furt. adver.naut.caup.*
(i) *Bart. & Bald. in d.l. unic.*
(k) *Wisbie c. 10.*
(l) *Qui navium de privileg.creditorum.*
(m) *C.Innocentius. de for. comp.*

CHAP. XXIII.

Concerning Shipwrack.

STrangers incurring Shipwrack in *Scotland* ſhould have the ſame favour of us, that we uſe to receive of them in the like caſe; (*a*) ſo that no confiſcation ſhould be uſed againſt them, except they uſe to do ſo to us, or that they be very Pirats, or Enemies to Chriſtianity: (*b*) Otherwiſe, who ſteals any ſuch miſerable Goods, ſhall pay four-fold to the Owner, if he be purſued within a year and a day; (*c*) and as much to the Prince or his Admiral: Yea, the only ſtealing of a nail, or the worth thereof, maketh the Thief guilty of all, to the rendring of all the remaining Goods. (*d*)

Yea, by the Emperor *Antonius* his Ordinance, this Thief or Robber of ſuch Goods ſhould be battooned, and baniſhed for three years, if he be of any honeſt rank; but if he

(a) 138. *Actor. Jacob. 1.*
(b) *L. 1. c. de naufrag. & Auth. naufrag. c. de furt.*
(c) *L.1.in pr.de incend.ruin. l. in eum cum Auth. ſeq. de furt.*
(d) *L.3.in.fin.de incend.ru.nauf.*

he be baſe of Condition, ſhould be ſent ſcourged to the Gallies, or Metal-Mines. (e)

(e) L. Pedius 4. eod.

And if any man ſhould be ſo cruelly Wicked, as to hinder the Ship-broken men from help in danger, he ſhall be recounted for a Murtherer. (f)

(f) Arg. l. Sacculatii de extraord. crim.

And therefore may no man hinder Ships from forth-laying of Tews and Anchors upon Land: * As was decided betwixt *Couper* and *Seagy*, *Anno* 1498, *menſe Julii*. (g)

* Gaius l. 5. de rer. diviſ.

In like manner, if any man ſhould be ſo accurſed as to hold forth a Lanthorn in the night, of intention to draw on Ships to danger, in place of good Port, or Harbour or ſafe Road, that Wicked Perſon ſhould be puniſhed to the death. (h)

(g) Tom. 1. regiſt. Scot.

(h) Per d. org. l. Sacculatii.

Yea, though no harm happen, yet may the Admiral puniſh him at his pleaſure. (i) And therefore even Fiſhers are forbidden to Fiſh with light in the night, leſt that Sailers thereby be deceived with the falſe ſhew of an Harbour. (k)

(i) Per l. 10. de incend. ruin. nauf.

(k) L. ne piſcatores cod.

But for the better eſchuing of theſe cruel evils, *Hadrian* the Emperor Ordained, that all men having poſſeſſions on the coaſts ſhould attend carefully upon ſuch chances; otherwiſe, to be anſwerable for all things miſſing by ſtealth or robbery. (l)

(l) L. ne quid cod. & auth. naufragia. C. de furt.

Item, If no man in due time claim ſuch a wrack, it fell of old to the Prince his Cuſtomers, according to that of *Hermogenes* and *Fortunatianus*, (m) *Naufragia ad Publicanos pertinento*; but now adays to the Admiral, by the Princes Grant.

(m) M. Cod. Theodo.

But concerning the Action for Shipwrack, it ſhould be intended within a year and a day, (n) and ſped by the Judge within two years. (o)

(n) L. ſi quis. C. de naufrag. lib. 11.

(o) Vide l. de Submerſis. eod.

Where it is to be marked, that if the Ship only periſh and the Goods are ſafe, in that caſe the Goods ſhall pay the fifth or the tenth Penny, according to the eaſie or difficult winning and ſaving of the ſaid Goods; (p) for Gold, Silk, Silver, and ſuch like things of eaſie Tranſportation, ſhould pay leſs than Goods of greater weight and difficult Tranſporting, as being in greater hazard: (q) Except the Skipper carry in his Ship to a Port or part where he ſhould not, nor the Merchant would not; for then is the Merchant free of all the Skippers loſs, (r) and no way ſhould upſet the ſpoiled or broken Ship. (s)

(p) Art. 37 leg. naval. Rhod.

(q) Art. 40. eod.

(r) Art. 39. eod.

(s) Art. 37. eod.

But in caſes of wrack, the Laws of *England* are alſo to be ſeen: As, *Weſtm.* 1. 3. *E.* 1. *vid. Prærog. Regis* 12.

CHAP. XXIV.

Of things found upon the Sea, or within the Floud-mark.

SHips, Goods or Geare, or whatſoever other things found within the Sea or Floud thereof, are of three ſorts: As, either found on the ſtream floating, and then are called Floatſon: Or found on the Sea-bottom, and drawn up from the ſame by Doukers and other means; and then are called Lagon: Or found on Land, but within the Sea-Floud, as caſt forth there by Storm and the Water; and then are called Jetſon.

Concerning Floatſon and Jetſon, whether things be caſt up by Shipwrack, or elſe left as loſt through caſting in ſtorms, the finders thereof, as ſome Lawyers think, [a] ſhould do therewith as with other Goods found upon Land: That is, to Proclaim the ſame to be forth-coming to the juſt Owner; becauſe the loſer or tynner of ſuch Goods remaineth ſtill Owner and Proprietor thereof: [b] And if no man claim, the finder to keep it to himſelf, if he be Poor. [c] But according to the Old *Rhodian* Law, whether the finder be Rich or Poor, he may claim, or rather

[a] *Faber & alii inſt. de rer. diviſ. ſect. pen.*

[b] *Per l. Pomponius. parag. fin. de acquir. rer. dom.*

[c] *Faber. d. parag. pen.*

ther retain the fifth part, for the ſafe keeping. [*d*] If a Douker find drowned Goods upon eight Cubits deep, he gains the third part; and if on fifteen Cubits, then he obtains the half; but upon one Cubit, only the tenth part. [*e*]

Yet if the finder be Rich, and hath found Goods by chance, he ſhould rather give it to the Church or Poor, as ſome ſay. [*f*]

But now adays this goeth far otherwiſe; firſt, becauſe perſons endued with the ſuperiority or ſigniory of any part of the Sea Coaſt, do claim all or a part of theſe things, whether caſt forth of Ships, or otherwiſe coming upon their Land [*g*] which otherwiſe before was allowed to the finder. [*h*]

Even ſo, when Ships or Boats were found on the Sea, or at the Coaſt thereof, without any living creature therein, and no man claiming the ſame for the ſpace of a year and a day, then was the half allowed to the finder, and the remanent to the Prince, as a derelict: [*i*] But ſince the Erection and Conſtitution of Admirals, this kind of found Goods are diverſly parted; for in *France*, the King draweth a third, the Admiral a third, and the finder a third. [*k*] And of Old, in *England*, although ſuch things were divided betwixt the Admiral and the finder, [*l*] yet now they are left to the arbitrement of both Admirals in *England* and *Scotland*, to conſider the finder or taker with a condigne portion, for his Travels, Charges, and hazard in all circumſtances; [*m*] even with the half at leaſt, according to that which *Tryphonius* ſets down, concerning things found on Land. [*n*] Yet if the finder conceal ſuch Goods, whether Anchors, Timber, Jewels, dead men with Money or Jewels about them, *&c.* he not only loſeth his juſt part, but may be alſo fined at the will of the Admiral. [*o*] And thus far concerning things found by the labour and travels of men.

If Whales, great groſs Fiſhes, Ships, or Boats without any living in them, by force of Wind and Waves only, be driven to any Coaſt or Land, then all and whole appertains to the Admiral: And ſo generally all caſualties whatſoever. [*p*]

[d] *Art.* 45. & 46. *Il. naval. Rhod.*
[e] *Dd. art.*
[f] *Auth. omnes peregrini communia de ſucceſſionib.*
[g] *Oleron.*
[h] *Eodem.*
[i] *Vide ſtat. regis Alex. Scot.*
[k] *L'Admiral de France.*
[l] *Vide de off. Adm. Angl.*
[m] *Per diplomata.*
[n] *L. ſi is qui. 63. in fin. de acq. rer. dom.*
[o] *L'Admiral de France & d. depl.*
[p] *Per dd. diplo. & de off. Adm.*

CHAP. XXV.

Of things taken upon Sea.

NOW followeth to treat of Goods taken upon Sea, which are of three ſorts: For either they are taken from Pirats, and Sea Thieves; or from profeſſed Enemies in lawful Warfare; or from ſuch as not profeſſing open War allows taking reſt to be exerciſed againſt us. Which kind of taking is covered with the Title of Letters of Mark, called, *Jus repreſaliarum.*

And Firſt, Touching that which is taken from Pirats, ſith the Goods, which they have wrongfully taken from others, whether they be found in their own, or in their ſucceſſors poſſeſſion, are eſteemed to be a juſt prey to any taker, ſo that account be made thereof to the Admiral: In caſe the taker find the Goods of his Country-man or Friend with the Pirat, he ſhould make the ſame forth-coming to the juſt Owner claiming the ſame; his Coſt, Charges, and hazard, being always conſidered and allowed; [*a*] ſo that if any man buy or redeem his Neighbours Ship from a Pirat or Enemy, he muſt receive the price thereof from the Owner. [*b*] But if no man claim the Goods taken from a Pirat, then ſhould the ſame be delivered to the Admiral, who ought to conſider the taker with his due part thereof.

[a] *Per l. Pomponius de acq. rei dom.*
[b] *Per. l. mulier. de cap. & poſt.*

If a Ship or Goods be taken by a profeſſed Enemy, who hath not brought it *In præſidia vel locum tutum*, for the making of a preſcription, or a right, and afterward the ſame is taken back, and recovered by any Friend, and the juſt Owner claim the ſame, it ought to be reſtored to the Owner; for that by the Law, *Hujuſmodi res non tam capta quàm recepta intelligitur.* [c] But when ſuch Goods become a juſt and lawful prize to the taker, then ſhould the Admiral have a tenth part: For ſo of old the tenth part of lawful ſpoil was offered to God, in a manner; as we may learn by that which *Abraham*, returning from Victory over five Kings, offered to *Melchizedeck:* [d] and the remnant of the ſpoil ſhould be proportionally divided amongſt the takers, according to the Law of God, ſet down by *Moſes*, [e] and practiſed by King *David*; [f] and yet not only amongſt ſeveral Perſons, according to every man his proved travel and hazard. [g] So that the Ship that ſets no ſail, fights not, nor hazards not with the reſt, ſhould have no part with the reſt thereof. [h] Provided always, that firſt and formoſt, the Priſoners, Captives, and taken Goods of preyes, be in due time preſented to the Captain, to be diſpoſed by the Admiral: So that if any man break bulk, meddle, or diſpoſe of any of thoſe Goods before, he may be puniſhed, and the receiver or buyer Priſoned, until caution be found, that theſe Goods ſhall be forth-coming to the Admiral, and juſt Owner, according to a deciſion paſt betwixt the King of *Scotland*, and *Maubray*, *Anno* 1487. 17. *Junii.* [i]

If two foraign Nations be at War, and the one take a Ship from the other, and bring her into a Port or Road within the bounds of a neutral Nation, a like Friend to both, then may the Admiral of that neutral Nation ordain that Ship ſo taken and brought within the ſaid bounds to be reſtored to her Owner; and the Perſons Captives to their former liberty, even as if ſhe had been brought back to her own Port and Country again. [k]

Beſides that, generally in all caſes, the Action and cauſe of Liberty, as priviledged, ſhould be favourably conſidered: [l] And it is the honourable practice of Princes, to make their Countries an *Aſylum*, or Sanctuary, to all diſtreſſed ſtrangers that be not Pirats.

Laſtly, Concerning Letters of Mark, as we ſpeak or *droict de Merque*, as Frenchmen term it, *ſive jus repreſaliarum*, and Goods and things taken under that title upon Sea: Surely, as far as we may, we ſhould preſs to keep Gods Law ſet down by *Moſes*, [m] practiſed by King *Amaſia*, [n] and confirmed by the Prophets: [o] That the Father ſhould not be puniſhed for the Son, nor the Son for the Father, but a difference to be always put betwixt the Guilty and the Innocent. Which thing moved Emperors to make Conſtitutions for the Repreſſing of repreſalies in certain reſpects. [p]

Notwithſtanding, if our patience be ſo oppreſſed with the increaſe of Robberies, Spoils, and violence upon Sea, by men falſly profeſſing Friends, in ſuch ſort that upon no ſupplications, interceſſion, nor other travels, the Princes of theſe wrongful Nations (who only can and ſhould repreſs and redreſs) will do Juſtice, or neglect to do their Office; then becauſe ſuch a dealing imports a juſt cauſe of lawful Hoſtility and Warfare, I ſee not but that ſuch a calamity may and ought to be repreſſed, at leaſt by theſe Repreſalies and Letters of Mark; [q] eſpecially ſith that cauſe, in effect, reſembles a War denounced without ſolemnities of Clarigation.

And therefore, both according to the Laws of *England*, Letters of Mark are allowable, and according to the Old Cuſtom of *Scotland*; and the tenour of the Act of Parliament made by *James* the Firſt of *Scotland*, [r] concerning Ship-wrack, to be followed for a rule to ſuch curſed caſes, that is to ſay, that other Nations ſhould have the like favour of us, that they ſhew to us.

Now being agreed that Letters of Mark are lawful, as they are by Statutes, Cuſtoms, and Reaſon, eſpecially upon a matter of great importance, and after a due

[c] *Per d. l. Pomponius, & per l. in bello parag. ſi quis ſervum in pr. de capt. & poſt.*
[d] *Gen.* 14.
[e] *Deut.* 20.
[f] 1. *Reg.* 30.
[g] *C. dicat. aliquis parag.* 23. *q.* 5. *& c. jus militia. re diſt.* 1.
[h] *L'Admiral de France.*
[i] *Tom.* 1. *c.* 24. *regiſt. Scot.*
[k] *Per l. poſtliminium. parag. de cap. & poſtlim.*
[l] *Per l. libertas de reg. jur.*
[m] *Deut.* 24. 16.
[n] 2 *Reg.* 14. 6. & 2 *Cor.* 15. 4.
[o] *Jer.* 29. 3. *Ezek.* 18. 20.
[p] *Vide authen. imo. c. ne filius pro patre.*
[q] *Vide Bartol. latè de repreſal.*
[r] *C.* 131. *Actor.*

due warning, intimation, and on requiſition; ſo that it be done by the Prince, and ſolemnly: [s] Then what Goods happen to be taken by that means ſhould be brought and preſented as aforeſaid before the Admiral; [t] that a juſt Inventory may be taken thereof for divers good reſpects.

[s] *Per gloſſ. in c. epiſcopus 18. diſt. & DD. in c. ſi contra. & c. 1. de milite vaſallo qui contumax.* [t] *Per l. ſi quis in ſervitute. de furt. & l. ait prætor. parag. ſi debitorem. Quæ in fraud. cred.*

CHAP. XXVI.

Of Fiſhers, Fiſhing, and Traffickers therewith.

ALbeit Hunting, Hawking, and Fiſhing, be of one kind, as ſubject to a like Law and Liberty, [a] becauſe what wild Beaſt, Fowl, or Fiſh be once taken by any man, commonly it becometh his own proper by the the Laws of Nations; yet is there a difference betwixt theſe three: For, albeit Hunting and Hawking be almoſt every where lawful, yet Fiſhing is forbidden in other mens Ponds, Stanks, and Lakes, [b] as comparable with theft.

[a] *L. 1. in fin. de acq. rer. dom. & parag. feræ inſti. de rer. diviſ.*

[b] *L. injuriarum 13. parag. fin. in fin. de injur. Jacob. 3. act. 60. & Jacob. 5. p. 4. cap. 12.*

Yea, now adays, in Rivers, and in parts of the Seas neareſt to the poſſeſſions of men having grant and infeoftment from the King, may Fiſhing be forbidden, but no private man, without the grant of the Prince, upon any pretence, or allegation of long conſuetude and preſcription, may acquire the propriety of any ſuch part of the Sea, as to prohibite others to Fiſh there alſo; [c] for ſuch preſcriptions only pertain to Princes.

[c] *L. præſcrip de uſu cap.*

To return to the quality of Fiſhing; ſith it is not only allowable to all ſorts of Perſons, [d] but alſo commendable, and always to be preferred to all other trades and Trafficks upon Sea, not only for neceſſaries, but alſo for the great good and profit redounding thereby; all civill and vertuous Princes have diverſly forth-ſhewn their care, for the entertaining and advancing thereof; as, by ordinances to build Ships and Boats to that purpoſe; [e] and by their wiſe appointing of certain only times for the Fiſhing, as namely, of Salmon, under pains not only of Fines but alſo of forfeitures, and of death, according to the manner of the offence, and contempt of their Decrees and Statutes. [f] Which Princes alſo (for the increaſe of Fiſhes) have, as it were with common conſent, forbidden the making, ſetting and uſing of Crows, Yars, Dams, Foſſes, Tramelets, Parkings, Dyking and Herry-waters, in any Waters [g] where the Sea ebbes and flows, under pain of confiſcation of all the Goods of the Tranſgreſſors in *Scotland*. [h]

[d] *C. 1. & 2. de cler. venat. & l. 1. in cleric. & non.*

[e] *Vide lat. act. Parl. Scot.*

[f] *Vide ſtatuta & conſtit. & act. regum Franc. Angl. & Scotiæ.*

[g] *Vide ſtatut. Angl. & Scot. & l. Admir. de France.*

[h] *Jac. 6. Par. 6. c. 89.*

Yea, albeit that any man were of old infeſted with keeping of Crwiffes, Wears, and Kiddles, &c. yet muſt he keep the *Saturdays* ſlop: that is, to lift the ſame from *Saturday* at Afternoon till *Monday*; and alſo to make each Heck or Meſh of his Crwiffe three Inches wide, [i] except for taking of Smelts, Loches, and ſuch like that will never be bigger: As alſo, for to ſet the ſame upon the Waters, that the mid-ſtream may have the juſt ſpace of ſix foot wide, under the pain of Five Pound. [m] And thus far concerning the maintenance and increaſe of Fiſhes, by our Scottiſh Laws and Cuſtom.

[i] *Jac. 1. p. 100. c. 11. Jac. 6. p. 7. c. 11.*

[m] *Jac. 3. p. 10. cap. 73.*

It followeth, to ſet down concerning the Fiſhers, their ſafety and priviledges Wherein it is provided, Firſt, that all Ships ſayling into the parts where Herring are taken, at leſt during the taking thereof, ſhall let down ſail after day-light paſt, let their

their Anchor fall, and keep watch with Lanthorn and light until day-light appear again, leſt otherwiſe the poor Fiſhers ſhould be over-run, or their Nets broken: Their pain in *Denmark* is death to the Tranſgreſſors: [n] And the Fiſhers are likewiſe forbidden to uſe light in their Fiſhing by night, leſt they deceive ſaylers with the falſe ſhew of a Port. †

Likewiſe, leſt any of the Fiſhers harm or hurt one another, it is diverſly provided, as alſo concerning the right meaſure of their Nets in length and in bredth; [o] as may be ſeen by the Statutes of ſundry Nations, *Vid. ſtatuta Angliæ.*

And eſpecially therefore it is agreed of long time ſithence, by the Sea-Farers on the Forth of *Scotland*; [p] Firſt, that no ground-draff or drag-net be ſet before *March*, nor upon deeper Water than fourteen fathom.

Item, That none ſhall lye to their Neighbous when he ſhall be asked concerning the length and depth of his Tew, when he is in driving: neither yet wittingly and wilfully to ſuffer his Tews and Nets to flit, and run over one another, under the pain of ten pound for every tranſgreſſion of the premiſed Articles.

Item, Above all, that from the Sun-ſet on Sunday, no man lay nor hale Nets or great Lines, or exerciſe any labour under the aforeſaid pain.

Item, For the further incouraging of Fiſhers in the Weſt and North Iſles of *Scotland*, there is a Statute that no other Cuſtoms be ſought of the Fiſhers in the ſaid Iſles, but only the Kings Cuſtoms, under the pains due to manifeſt oppreſſors againſt them who exact the ſame. [q]

Laſtly, Concerning Fiſhers, and Traffickers with Fiſhes, it is ordained, that not only all Fiſh ſlain and taken neer to the Coaſt of *Scotland* be brought and preſented to the Market places where the takers or ſlayers thereof dwell: [r] But alſo all Fiſhes taken in the North or Weſt Iſles or Firths, to be brought directly to the Towns where the Fiſhers dwell (that the need of the Country may be firſt ſerved) [s] and preſented to the Market places: From which none may carry them away to pack and peil, but only betwixt the hours of eleven and two in the afternoon, under the pain of Confiſcation. In which Markets it is lawful to the Provoſt and Bayliffs to ſet down prices, and to compel the packer and peiler to ſell again for the need of the Lieges. [t] Which being done, they may tranſport the remainder where they pleaſe. [u] And in caſe they contemn, then their Fiſhes to be eſcheate, two parts to the King, and the third to the Magiſtrate. [x]

Likewiſe, concerning the barrelling of Fiſhes, it is ordained, that the Meaſures preſcribed of old ſhall be kept: *Videlicet*, each barrel of Herring, or of white Fiſh, to be of twelve Gallons; [y] and the Barrel of Salmon, of fourteen Gallons, according to the Meaſure of *Hamburgh*, [z] under the pains of eſcheating thereof from the Packer, and of five pound to be lifted from the Couper. [a] And therefore Hoop-Irons to be made in each Town for the trial and gaging thereof. [b] *Vid. ſtatuta Angliæ. Tit.* of Fiſhing; in the Abridgements.

[n] *Denmark.*

† *Ulpian. in l. ne piſcatores de incend. rui. naufr.*

[o] *Vide L'Admiral de France.*

[p] *Vide Forman his Regiſter.*

[q] *Mar. p. 6. c. 54.*

[r] *Jacob. 5. p. 9. c. 98.*

[s] *Jac. 6. p. 4. c. 60.*

[t] *Jac. 5. p. 7. c. 98.*

[u] *Jac. 6. p. 4. c. 60.*

[x] *Jac. 6. p. 6. c. 86.*

[y] *Jac. 5. p. 4. c. 57. Jac. 6. p. 4. c. 147.*

[z] *Jac. 3. p. 10. c. 276.*

[a] *Jac. 3. p. 10. c. 76.*

[b] *Jac. 3. p. 14. c. 100.*

CHAP.

CHAP. XXVII.

Of the Community and Propriety of the Seas.

HAving of late ſeen and peruſed a very Learned, but a ſubtile Treatiſe, (*incerto Authore*) intituled *Mare liberum*, containing in effect a plain Proclamation of a Liberty common for all of all Nations to Fiſh indifferently on all kind of Seas, and conſequently, a turning of undoubted Proprieties to a Community; as the Fifth Chapter thereof at large diſcovers, (wherein the unknown Author proteſteth, that he may for his Warrant uſe the Authority and Words of ſuch Old Writers, as have been eſteemed moſt mighty in the underſtanding and judging upon the natural Condition of things here below) and the Diſcourſe being covered with the maintenance of a liberty to ſail to the Indians, I thought always expedient by occaſion of this argument of Fiſhing contained in my former Title, by Gods Grace, to occur thereunto, as manifeſtly direct, at leaſt (in my weak ſight) tending to the prejudice of my moſt worthy Prince and his Subjects; and that not only by Arguments derived from the firſt Verity of the nature of things, but alſo from his own Proofs, Warrants, and their Authors.

And yet before I go any further, I cannot paſs the Author his ridiculous pretence, in both Epiſtle and beginning of his Diſcourſe; as for a liberty only to ſail on Seas: A thing far off from all controverſie, at leaſt upon the Ocean; eſpecially, ſince paſſage upon Land, through all Regions Chriſtian, is this day ſo indifferently permitted to all of all Nations, even to Turks, Jews, Pagans, not being profeſſed Enemies; and therefore much leſs to be reſtrained on Sea in all reſpects. So that I cannot but perſwade both my ſelf, and other Loyal Subjects, that the ſaid pretence is but a very pretence: And ſo much the more to be ſuſpected as a drift againſt our undoubted right and propriety of Fiſhing on this ſide the Seas.

Now remembring the firſt ground, whereby the Author would make *Mare liberum*, to be a poſition fortified by the opinions and ſayings of ſome old Poets, Orators, Philoſophers, and (wreſted) Juriſconſults, that Land and Sea, by the firſt condition of Nature, hath been, and ſhould be Common to all, and Proper to none: Againſt this I mind to uſe no other reaſon, but a ſimple and orderly reciting of the words of the Holy Spirit, concerning that firſt condition natural of Land and Sea from the very beginning; at which time, God having made, and ſo carefully toward man diſpoſed the four Elements, two to ſwim above his head, and two to lye under his feet: That is to ſay, the Earth and Water, both wonderfully for that effect ordered to the up-making of one and a perfect Globe, for their more mutual ſervice to mans uſe: According to this, immediately after the Creation, God ſaith no man, (*a*) *Subdue the Earth, and rule over the Fiſh*; which could not be, but by a ſubduing of the Waters alſo.

(a) *Gen.* 1.28.

And again, after the Floud, God ſaith, *Repleniſh the Earth:* (*b*) and for the better performance hereof, God, in his Juſtice againſt the building of *Babylon*, ſcattered mankind over all the face of the Earth; (*c*) therefore is it that *Moſes* ſaith, (*d*) *Theſe are the Iſles of the Nations divided in their Lands.* So that hereby is evident that things here done are not ſo naturally too common; ſith God the Author of Nature is alſo as well Author of the Diviſion, as of the Compoſition: And yet howſoever, in his juſtice as is ſaid, yet in his mercy alſo and indulgent care for the welfare and peace of mankind. For thoſe are ſentences both vulgar and ſure, ſet down by the Roman Juriſconſults, (*e*) *Communio parit diſcordiam. Quod communiter poſſidetur, vitio naturali negligitur. Habet communio rerum gerendarum difficultatem.* (*f*)

(b) *Eod. c.* 9. *v.* 1.

(c) *Eod. c.* 11. *v.*

(d) *Eod. c.* 10. *v.*

(e) *Ulp. l. qui neque. de reb. cor. qui ſub tutel.*

(f) *L. pater. parag. dulciſſime de leg.* 2.

Afterward, the Earth, by the infinite multiplication of mankind, being largely repleniſhed

plenished, and therefore of necessity thus divided, and things upon the Earth not sufficient for the necessaries and desires of man in every Region, followed of force the use of trading upon the Seas; not only for the ruling of the Fish therein, according to the Commandment given by the Creator at the beginning, but also for transporting of things necessary for the use of man. For the which, and other causes abovementioned, the Waters became divisible, and requiring a partition in like manner with the Earth; according to that of *Baldus: Videmus, de jure gentium, in Mare esse regna distincta, sicut in terra arida.* (g)

(g) *Ad legem. de rer. divis.*

And thus far have we learned, concerning the Community and Propriety of Land and Sea, by him who is the great Creator and Author of all; and therefore of greater Authority and understanding than all the Grecian and Roman Writers, Poets, Orators, Philosophers, and Jurisconsults, howsoever famous: Whom the Author of *Mare liberum* protests he may use and lean to without offence.

Now, sith the weakness of this his first and principal ground doth this way appear; let any man judge upon the truth of that which *Cicero* (his man) sets down, (g) *Sunt privata naturâ nulla*; and likewise of all other his Authors their opinions, for the fortification of an original Community of things.

(g) 1. *Officior.*

It followeth to examine the chief Warrants of *Mare liberum*; and to consider, how far they may bear forth to a common liberty for Fishing on all Seas indifferently.

The Author cites *Ulpian*, a renowned Jurisconsult indeed, and *Martian* their sentences, alledging (h) that *Ulpian* should say, (i) *Ante ædes meas aut prætorium ut piscari aliquem prohibeam, usurpatum quidem est, sed nullo jure, adeo ut contempta ea usurpatione, injuriarum agere potest. Sc. prohibitus.* That is to say, if I should forbid any man to Fish before my House, he may mis-know such an usurpation, and intend action of injury against me for a wrongful staying him from Fishing there.

(h) *Pagina* 25.
(i) *L. injuriarum. parag. ult. & parag. si quis de injur.*

But as I read, (k) *Ulpian* his words are thus, *Sunt qui putant injuriarum me agere posse*: That is, there are men who think I may intend action, &c. It is true also, that *Martian* saith, *Nemo ad littus piscandi causa accedere prohibetur.* (l) And yet neither of these two Jurisconsults pronounceth absolutely in these cases, but upon another higher Warrant: And therefore *Ulpian* adds, *Sæpissimè rescriptum est nec piscari, &c. prohiberè posse.* (m) That is, it is by writ most often answered, &c. Which *Martian* expounds most clearly, when he saith, *Nemo igitur ad littus maris piscandi causa accedere prohibetur*; and subjoyns his Warrant, *Idque Divus Pius piscatoribus Formianis rescripsit:* (n) That is, No man is forbidden to come to the Sea-side and Fish; as the Emperor *Divus Pius* did write to the Fishers of *Formian.* So that you see the Emperors to have been Warrants to these Lawyers, and their written Opinions, concerning the Voyage of the Sea.

(k) *D. parag. si quis.*
(l) *L. 4. de rer. divis.*
(m) *D. parag. si quis in fin.*
(n) *D. l. 4. de rer. divis.*

Now, to pass the Propriety which hereby we see these Emperors did claim on the Seas, I ask first, To whom did the Emperors write such resolutions? Was it not to the professed Subjects of their own Empire? And what? Even the usage of the Seas, and Coasts of their Empire, to be indifferently common to every one of their own Subjects: And how? *Jure gentium*; that is, according to the Law kept by all other Nations, to every one of their own Nation in like cases.

Moreover, albeit these and other Roman Lawyers pronounce so, concerning the Community of the Sea-shoar, and Coast, that private men may build Houses within the Floud-mark, and appropriate them to themselves, according to that which *Neratius* writes, *Quod in littore quis ædificat, ejus fit:* (o) That is, what a man builds on Shoar, it becometh his own; yet upon this condition, *Tamen decretum Prætoris adhibendum est ut id facere liceat*, saith *Pomponius:* (p) That is, providing the Prætor his decree be interponed thereunto; or that the Prince give grant, as *Ulpian* writes; (q) *Vel ut princeps concedat.* As for the remnant of these sorts of Warrants alledg'd for *Mare liberum*, sith they sing all one Song for the common use to the People, and propriety to the Prince, if men will but only mark them; I need not stay further upon them. So that every man may see the use of the word *commune*, and the meaning

(o) *L. quod in littore. de acq. rer. dom.*
(p) *L. quamvis. de acq. rer. dom.*
(q) *L. prohibere. parag. quod etsi Quod vi aut clam.*

ing of *Jure gentium* among thoſe Lawyers, whereupon this *Mare liberum* appears ſo to be founded that it cannot be ſhaken. For, *commune*, there is nothing elſe but *publicum*, *quaſi populicum*; ſignifying a thing common for the uſage of any of one ſort of people, and not for all of all Nations: According to that of *Modeſtinus*, *Roma communis patria eſt.* (r)

(r) *L. Roma. ad municipal.*

Neither yet doth that word, *Jure gentium*, mean any Law ſet down by common Conſent of all Nations; but only notes the example of the Law, or cuſtom of other Nations: As if they would ſay, the liberty of Fiſhing on our Seas, and of other doing there and at Shoar ſhould be common to every one of the Roman Empire, like as the ſame is common to all of all other Nations on their Seas, and their Shoars.

Likewiſe, that of *Placentinus*, *Quod mare ſit in nullius bonis, niſi ſolius Dei:* That is, GOD is the only Lord of the Sea; and ſo ſay we with King *David*, that the Land is alſo the Lords. (s) But that of *Faber* (t) *Mare eſſe in primævo jure quod omnia erant communia*, I need no otherwiſe to refute now, than I have done above already.

(s) *Pſalm.*
(t) *Ad parag. lit. torum inſt. de rer. diviſ.*

And theſe are the Authors and Warrants, whereupon *Mare liberum* infers his Concluſion; *Demonſtratum igitur nec populo, nec privato jus aliquod in mare competere poſſe, quùm occupationem, nec natura, nec publici uſus ratio permittat.* (u) Which, how it followeth upon the premiſes, let men judge; ſith neither theſe his Authors make for him, neither yet the Reaſon inſerted in the concluſion bears out; which is, *Quùm occupationem nec natura, nec publici uſus ratio permittat:* That is, neither nature, nor the common need, ſuffers the Sea to be acquired in property to any occupation.

(u) Pag. 28.

For anſwer, Firſt concerning the nature of the Sea, as ſuppoſed impoſſibly occupable or acquirable: Is this ſo thought, becauſe the Sea is not ſo ſolid, as is the Land, that men may trade thereon, as upon Land? Or that it is continually flowing to and fro? Surely, that lack of ſolidity, for man his trading thereon by foot, ſhall not hinder the ſolid poſſeſſion of it, far leſs the occupation and acquiring, if we will give to the Sea, that which the Juriſconſults indulgently grant to the Land, which alſo cannot be denied. *Paulus* the Juriſconſult ſaith, (x) *Qui fundum poſſidere velit, non utique omnes glebas ejus circumambulet, ſed ſufficit quamlibet partem ejus introire, dummente & cogitatione hac ſit ut totum poſſidere velit uſque ad terminum:* That is, it is not needful for him who would poſſeſs himſelf in any part of the Land, to go about and tread over the ſame; but it is ſufficient to enter in upon any thereof, with a mind to poſſeſs all the reſt thereof, even to the due marches. And what can ſtay this to be done on Sea, as well as on Land? And thus far concerning the ſolidity.

(x) *Inſt. poſſideri. de acquir. poſſ.*

As for the flowing condition of the Sea, howſoever it be liquid, fluid, and unſtable in the particles thereof, yet in the whole body it is not ſo: Becauſe it keeps the preſcribed bounds ſtrictly enough concerning the chief place and limits thereof. *Pſal.* 104.9.

Which diſcourſe gives us occaſion of force to anſwer to a ſcoff caſt in by the Author of *Mare liberum*, concerning the poſſibility alſo of marches and limits, for the diviſion of the Seas: (y) *Mundum dividunt* (ſaith the aforeſaid Author of *Mare liberum*) *non ullis limitibus, aut naturâ, aut manu poſitis, ſed imaginariâ quadam lineâ: Quod ſi recipitur, & Geometræ terras, & Aſtronomi cœlum nobis eripient:* That is, they divide the World, not by any marches, put either by nature, or by the hand of man, but by an imaginary or fantaſtick line: Which kind of doing being embraced, the Geometers may ſteal away the Earth, and the Aſtronomers the Heavens from us.

(y) Pag. 31.

It is true, that there are not, in every part of the Sea, Iſles ſenſible, (as *Gernſey* is to *England* in the narrow Seas) or ſands (as the *Waſhes* at the Weſt Seas of *England*) nor Rocks, or other eminent and viſible marks above Water, for the deſignation of the bounds (or laying out limits) of the diviſible parts thereof: But GOD, who is both the Diſtributer and firſt Author of the diviſion and diſtinction of both and Land Sea, hath given an underſtanding heart to man for the ſame effect, as well as for all other neceſſary actions wherein he hath to imploy himſelf: So that to a very wonder, God hath diverſly informed men by the helps of the Compaſs,

paſs, counting of courſes, ſounding, and other ways, to find forth, and to deſign *finitum in infinito*; ſo far as is expedient for the certain reach and bounds of Seas, properly pertaining to any Prince or People.

(z) *In ſect. nullus in tractat. de inſula.* * *Per. l. nationem de verb. Sig.*

Which bounds *Bartolus* (*z*) hardily extends and allows for Princes and People at the Sea-ſide, an hundred miles of Sea forth from their coaſts, * at leaſt; and juſtly, if they exerciſe a protection and conſervancy ſo far: And this reach is called by the Doctors, *Diſtrictus maris, & territorium.* (*a*) It is true, *Baldus* (*b*) eſteemeth *poteſtatem, juriſdictionem & diſtrictum*, to be all one.

(a) *Gloſſ. in c. ubi periculum. parag. porro. de electionib. lib. 6.*

To conclude then, ſince *Papinian* writes in *finalibus quæſtionibus vetera monumenta ſequenda eſſe*; (*c*) what more evident monuments for our King his right in the narrow Seas, than theſe Iſles of *Gernſey*? &c. And for the Eaſtern Seas, direct from *Scotland*, what is more anciently notorious than that Covenant betwixt Scottiſhmen and Hollanders, concerning the length of their approaching toward *Scotland* by way of Fiſhing?

(b) *M. ſi teſtamentum. de inſt. & ſubſt.*

(c) *L. in finalib. com. divid.*

And thus far through occaſion of anſwering to that alledged impoſſibility, of acquiring the Sea by occupation, becauſe (as would appear) of the unſolidity thereof, for any foot-treading. It reſts to touch the other cauſe natural, for that other impoſſibility, which may be the continual flux and inſtability of the Sea; in ſuch ſort, that it would appear not aye to be one and the ſelf ſame body, but dayly changeable. For anſwer, I muſt remember that which the Juriſconſult ſets down ſo prettily: (*d*) Suppoſe (ſays he) a certain Colledge of Judges, or a Legion of Souldiers, or the particular parts of a Ship, or of a mans Body, ſhould ſo continually and often be changed and altered, that none of that firſt Colledge or Legion could be found alive, nor yet any part of the Ship or Body could be ſo certainly demonſtrate, that it might be affirmed for the very ſame that it was at the firſt; yet if that Colledge or Legion be in number full, and the Ship or Man whole and able in all the frame, they ſhall be accounted and eſteemed not to be new, but to be the very ſame which they were at the beginning: Even ſo, however the Sea many ways and hourly changes, in the ſmall parts thereof, by the ordinary ruſh on Land, mixture with other Waters, ſwelling in it ſelf, exhalation and back Receipts thereof by rain; yet ſince the great Body of the Sea moſt conſtantly keeps the ſet place preſcribed by the Creator, I ſee not in this reſpect neither, wherefore the nature of the Sea ſhould not yield to occupation and conqueſt. And thus far concerning *Mare liberum* his laſt and great Concluſion, againſt all appropriation thereof by People or Princes. I call it his laſt great Concluſion, becauſe of other two paſſing before, whereof the firſt is this; *Mare igitur proprium alicujus fieri non poteſt, quia natura jubet eſſe commune*: (*e*) And for what reaſon? Even becauſe *Cicero*, *Virgil*, and *Plautus* have ſaid ſo. To whom I could alſo aſſent concerning the great, huge, and main body of the Sea. His next Concluſion is this; *Eſt igitur mare in numero eorum quæ in commercio non ſunt, hoc eſt, quæ proprii juris fieri non poſſunt*: (*f*) That is, The Sea to be of that order of things, which cannot be appropriate to any man. His warrants for his Concluſion alſo are the Roman Lawyers, whom I ſaid to be wreſted by *Mare liberum*; and therefore muſt ſhew the ſame, contrary to his purpoſe indeed. *Martianus*, (*g*) as the Author of *Mare liberum* largely grants, (*h*) ſaith, that if any private man have himſelf alone, by any lawful ſpace of time ſufficient for a preſcription, keep and exerciſed Fiſhing in any creek, or nook of Sea, which they call *Diverticulum*; he may forbid all others to Fiſh therein: Which *Papinianus* (*i*) alſo confirmeth. The which, as I accept, ſo I would further demand of him; By what reaſon ſhould a private man, who hath no other care nor reſpect but to himſelf alone, be thus priviledged and preferred to a Prince? Who not for himſelf, but for his People alſo in common, yea, and for the ſafety of all traders paſſing his Coaſts, with great charges and care protects and conſerveth the Seas neereſt unto him: Shall not this Prince be acknowledged, at leaſt with the good which that Sea, conſerved by him, offers ſo directly to him? And I pray you ſay, What leſs authority had *Leo* than the reſt of the Roman Emperors, to

(e) Pag. 21.

(f) Pag. 25.

(g) *L. ſi quiſquam diverſ. & temp. præſcrip.*

(h) Pag. 24.

(i) *L. præſcriptio de uſu cap.*

grant

grant to every one in particular, having poſſeſſions at the Sea-ſide, as much of the Sea as was neereſt againſt their Lands, (*k*) with the Fiſhing thereof? What then, ſhall not Princes be equalled, in theſe caſes, with Subjects? Or rather, have not all Princes a like right and power within their own Precinct and Bounds, as theſe Roman Princes had?

(k) *Novel. con.* 102, 103. & 104.

But now to draw neerer to the chief point of our purpoſe, and ſo to the end thereof: As I accepted *Mare liberum* his former large Grant, ſo now alſo I do more heartily embrace the next, which is this: When after theſe his Concluſions, he had ſaid *in tanto Mari ſiquis piſcatu arceret, inſanæ cupiditatis notam non effugeret:* (*l*) he ſubjoyns according to that of *Cicero*, (*m*) *Quando ſine detrimento ſuo quis poteſt alteri communicare in iis quæ ſunt occupanti utilia & danti non moleſta, quid ni faceret:* and ſubjoyns afterwards, (*n*) *Ec ſi quicquam eorum prohibere poſſet, putà piſcaturam, quâ dici quodamodo poteſt piſces exhauriri:* That is to ſay, if the uſes of the Seas may be in any reſpect forbidden and ſtaied, it ſhould be chiefly for the Fiſhing, as by which the Fiſhes may be ſaid to be exhauſted and waſted; which dayly Experience theſe twenty years paſt and more, hath declared to be over-true: For whereas aforetime the white Fiſhes dayly abounded, even into all the Shoars on the Eaſtern Coaſt of *Scotland*; now (forſooth) by the near and dayly approaching of the Buſs-Fiſhers the ſholes of Fiſhes are broken, and ſo far ſcattered away from our Shoars and Coaſts, that no Fiſh now can be found worthy of any pains and travels; to the impoveriſhing of all the ſort of our Home-Fiſhers, and to the great damage of all the Nation. Whereby, I ſee at laſt the Author of *Mare liberum* not ſo addict to ſerve any mans particular deſires, as to anſwer (forſooth) to his Profeſſion of the Laws, that is, to allow the proper right for every Man and Nation, and to hurt none; according to the three general precepts of all Laws, ſet down by *Cajus*, (*o*) and after him by *Tribonianus*: (*p*) *Honeſtè vivere; alterum non lædere; & jus ſuum cuique tribuere:* Whereof the ſecond tries and rules the reſt, according to the vulgar ſaying out of *Pomponius*, (*q*) *Neminem debere cum alterius damno locupletari:* And that of *Tryphonius*, (*r*) *Ex aliena jactura lucrum haurire non oportet.* And therefore I would meet him with his deſerved courteſie; even to proclaim *Mare liberum* alſo: I mean that part of the main Sea or great Ocean, which is far removed from the juſt and due bounds above mentioned, properly pertaining to the neareſt Lands of every Nation. *Atque ita eſto mare vaſtum liberrimum.*

(l) *Pag.* 30.
(m) *Off.* 1.
(n) *Pag.* 35.
(o) *In l. juſtitia. de rer divi.*
(p) *Parag. juriſ. præcepta. de juſt. & jur.*
(q) *L. nemo de reg. jur. & l.* 14. *de cond. indeb. & l. jure. de jure dot.*
(r) *L. reſcriptum de diſtract. pig.*

CHAP. XXVIII.

Of Warfare Ships, and of the Captains and Companies thereof.

AND ſince we have written above of priviledged Ships, (*a*) amongſt which the Warfare-Ships of Princes are firſt and chief, and ſomewhat of the Conſervancy of the Seas, in the laſt Title; I cannot here paſs the Warfare-Ships unmentioned, albeit not in ſuch large manner and meaſure as their imployment now adays requires. As for the matter fit for their building, and things neceſſary for their forth-ſetting and preparation to Sea, I muſt refer the ſame to *Julius Ferretus*, and to *Vegetius*, who

(a) *Chap.* 22.

have written largely thereupon. Some touch I have here ſubjoyned, in the laſt Chapter of this Book, concerning the materials; as likewiſe ſomewhat is permitted concerning their priviledges, in that Chapter of Priviledged Ships. Therefore would I here ſet down (but very briefly) ſomething concerning the Captains, Commanders, and Companies of the Prince his Warfare Ships, the Graces and Vertues required in them, with their Duties, Powers, and Preferment.

Captaines of Princes Warfare Ships ſhould be men, Firſt, fearing God, becauſe they muſt continually walk in the midſt of the wondrous works of God. Next, they ſhould be Stout, Hardy, and Couragious. Thirdly, Vigilant, Diligent, and Careful; and therefore very temperate on Sea: (*b*) Eſpecially, becauſe their imployment, as it is full of hazard and danger, even ſo are their occaſions and opportunities ſudden and momentary. Therefore their Commandment and Power over their Company, not only ſurpaſſeth the Power of Maſters and Commanders of private Ships, but alſo that of the Captains on Land; and therefore their Honour and Eſtimation every way higher alſo, becauſe of their greater Charge, Care, and Hazard. Their Duty toward their Company, is Firſt, that they chuſe ſuch as be free from Hainous and Scandalous Offences. (*c*) Next, that they ſuffer none of their Company to be idle, but to puniſh as well the Sluggard as the Rebellious: (*d*) Yea, even thoſe who are irreverent towards them; (*e*) and again, ſhould with all loving care ſee to the due food of their Company, hear their mutual plaints, hold them in Peace by all Obedience, viſit, refreſh, and with all helps comfort the Hurt and Diſeaſed. (*f*) As for the Captains their other Duties to the Prince and Admiral, with their own priviledges, they are all gathered out of old Cuſtoms, and at large ſet down in that Book called *L'Admiral de France.*

(b) *Ferretus.*

(c) *Per. l. 4. de re militar.*

(d) *Per. l. 6. eod.*

(e) *Per. l. 13. eod.*

(f) *Per. l. 12. eod.*

CHAP. XXIX.

Of Water-men and Ferriers.

FErryers and Water-men are bound to ſerve all true Lieges for their due fare; (*a*) ſo that they may be compelled thereunto: (*b*) and moſt juſtly, becauſe it was in their own hand and power from the beginning to give and apply themſelves to that calling and trade, or not. And if therefore they fail, it ſhall be, according to the Law of *Scotland*, a point of dittay or inditement againſt them in the firſt Juſtice-Court: And if they tranſgreſs unto the third time, they may be ſuſpended from their trade, (*c*) except they can alledge a juſt cauſe; as, of feud or hoſtility.

(a) *Per. l. 1. parag. ſi furt. adverſ. naut.*

(b) *L. 1. & l. cum navarcharum. C. de naticul. lib. 10. & l. Iſtica de public.*

(c) *Jac. 3. par. 13. c. 95.*

Item, It is ordained, for the eaſier Boating and Landing of Men and Beaſts, that Ferriers make, and have ready, fit and convenient Bridges, or elſe to loſe their Boats. (*d*)

(d) *Jac. parl. 31. c. 20.*

Laſtly, Ferriers and Water-men are no leſs bound, than Skippers and Maſters of Ships, to render again whatever they receive to be carried within their Boats. (*e*)

(e) *L. I. parag. naut. caup.*

But

But concerning their ordinary fares and hires, it is neither needful nor expedient in this place to recite the divers Statutes made thereupon; becauſe that firſt they are at great length ſet down in the Statutes of *England* and *Scotland*: Next, becauſe their fraughts have been, according to the rate of times, changed and altered even to the triple, as eſpecially in *Scotland*. (*f*) So that now alſo, according to the condition of this time, their portage, fraughts or fare, may be of new conſidered by his Majeſty, or Admirals, according to the quality of the Boats, and the ſpace of paſſage and time, either ſhorter, longer, or hazardfuller, during their ſervice; but with a due *Proviſo*, for the repreſſing of their rude and uncivil manners. For truly, if the Roman Juriſconſults might of old by any reaſon call Mariners, in general *Peſſimum genus hominum*, (*g*) (which in theſe later days for the moſt part is amended, partly through Chriſtianity and civil converſation; and partly by good Laws, (Praiſe be to God) then may we now uſe that ſame ſtill, at leaſt againſt the moſt part of Water-men and Ferriers; as requiring to be reformed, or at leaſt by correction repreſſed. *

(f) *Vide act. Jac. 3. parl. 3. c. 20. & parl. 7. c. 61. & Mariæ. parl. 5. c. 21.*

(g) *Vide cap. naut. caup. & cap. furt. adver.*

* *Secund. l. 3. naut. caup.*

CHAP. XXX.

Of Shipwrights.

TO Conclude this Treatiſe, there remaineth a ſpecial ſort of perſons to be conſidered and reſpected, as the Forgers and Framers of the inſtrumental cauſes of all Sea-Faring; to wit, Shipwrights, and Builders of Ships or Boats, called by the Romans, imitating the Grecians, *Naupegi*: And by the Italians, following the later Grecians, *Calafatti*, as is above deſcribed; [*a*] and therefore ſubject to the juriſdiction of the Admiralty [*b*] as accountable to the Admiral and his Judges, as acceſſories of Sea-Cauſes, for their skill, diligence, and dutiful diſcharge in every reſpect, by a frame not only likely and comely, but a work alſo ſtrong, tight, and durable: Or elſe they muſt undergo the pains of the Law, called *Lex Aquilia*; that is to ſay, all coſts and ſcath hapning by their unskilfulneſs, or whatever other fault or amiſs. [*c*]

[a] *Cap. 6.*

[b] *Per diplom. admiralior. utriuſque regni.*

[c] *Per. T. T. ad l. Aquil.*

And therefore, Firſt touching the materials, they ſhould not only furniſh the ſame good and ſufficient, but alſo, if the furniture pertain not to them, they muſt refuſe to take from the furniſhers bad and unmeet gear and ſtuff for the Work. [*d*] As for example, Aller, Beech-Trees, and ſuch like brickle and naughty Timber for Salt-water, or for the Seas. Neither ſhould they put green Timber in Work; but ought to foreſee if they can, that their Wood be cut down either at the wane of the Moon, and in the deep of Winter, or at ſuch time as experience declares Wood to be moſt ſolid and durable. For Timber cut at the contrary times, is commonly full of moyſture; and therefore being afterward dried, becomes clung, and open to receive water.

[d] *Per. l. 2. de naut. fœn. & per Vegetium de re militar.*

The like care and skill is required in the Iron, and all other neceſſaries, to the end that the Works may prove ſtrong, durable, right, and comely. This being done, it reſteth to conſider their Hires and Fees: Which becauſe they ordinarily depend on the Conditions agreed upon with the party, which commonly is cavelled withal before a full performance of their Work, upon ſurmiſes and quarrels; therefore

therefore to occur to all ſuch doubts and diſcords, the contracts of ſuch bargains ſhould be after the example of other Sea-Faring dealings, made before the Admirals Deputy, or Judge, and regiſtred in their Books. [*d*]

[d] *Vide ſup. of the Admiral Clerk.*

Laſt of all, as Shipwrights were of old, [*e*] ſo are they alſo of late, forbidden, [*f*] under pain of Treaſon, to Communicate their Skill and Art to Enemies and Barbarous People.

[e] *L. fin. C de pœn.*

[f] *Vide de off. Adm. Ang.*

[g] *Vide C. de monop. & ibi. DD.*

Likewiſe, they are forbidden (as are alſo all other Societies of Handy-craftſmen and Tradeſ-men) to conſpire among themſelves to inhance their Wages, or Hire, or to receive exceſſive Wages. [*h*]

[h] *Vide de off. Adm.*

F I N I S.

THE JURISDICTION OF THE ADMIRALTY OF ENGLAND ASSERTED.

BY

RICHARD ZOUCH,

Doctor of the Civil Laws, and late Judge of the High Court of *ADMIRALTY*.

LONDON,

Printed for *Tho. Baſſet*, at the *George*, near St. *Dunſtan's* Church, in *Fleet-ſtreet*; and *Rich. Chiſwell*, at the *Roſe and Crown*, in St. *Paul's* Church-yard. 1686.

TO THE READER.

I *Do certifie and atteſt, that the Treatiſe Entituled,* The Juriſdiction of the High Court of Admiralty Aſſerted, *&c. by Dr.* ZOUCH, *was delivered into my Hands by the* AUTHOR *Himſelf, to be Printed; and which he intended to have Dedicated to His Royal Highneſs* JAMES Duke of YORK, &c. *Lord High Admiral of* England.

Doctors Commons,
Febr. 25. 1663.

Tim. Baldwyn.

ASSERTIONS
CONCERNING THE
Juriſdiction of the Admiralty
OF
ENGLAND.

1. THat in all places where Navigation and Trade by Sea have been in Uſe and Eſteem, and particularly in *England*, Special Laws have been provided, for regulating the ſame.

2. That in all places where Laws have been provided for Buſineſſes concerning the Sea, as alſo in *England*, Special Judges have been appointed, to determine Differences, and to redreſs Offences concerning the ſame.

3. That in all places where Special Judges have been appointed for Sea-Affairs, as alſo in *England*, certain Cauſes, *viz.* All ſuch as have relation to Navigation, and Negotiation by Sea, have been held proper for their Conuſance.

4. That the Juriſdiction of the Lord High Admiral of *England*, as it is granted by the King, and uſually exerciſed in the Court of Admiralty, may conſiſt with the Laws and Statutes of the Realm.

5. That the Lord Admiral of *England* may hold Conuſance of Contracts, and Writings made at Land, touching Buſineſſes of Navigation, and Trade by Sea.

6. That the Admiral of *England* may hold Conuſance of things done in Ports, and Navigable Rivers, as touching Damage done to Perſons, Ships and Goods, Annoyances of free Paſſages, and unlawful Fiſhing.

7. That the Lord Admiral of *England* may hold Pleas of Contracts, and other things done beyond the Sea, relating to Navigation, and Trade by Sea.

8. That the Courts and Judges of the Common-Law do intermeddle with, and interrupt the Court of Admiralty, in Cauſes properly belonging to that Court.

9. That the Tryal of Cauſes concerning Navigation and Trade, in the Court of Admiralty, is more commodious for the Kingdom, and the Subjects thereof, than in the Courts of Common-Law.

Sir

Sir Edward Coke's JURISDICTION OF COURTS.

CHAP. XXII.

The Court of the Admiralty proceeding according to the Civil Law.

Articuli Admiralitatis.

THE *Complaint of the Lord Admiral of* England, *to the King's moſt Excellent Majeſty, againſt the Judges of the Realm, concerning Prohibitions granted to the Court of the Admiralty,* 11 Febr. penultimo die Termini Hillarii, *Anno* 8. Jac. Regis: *The Effect of which Complaint was after, by His Majeſty's Commandment, ſet down in Articles by Dr.* Dun, *Judg of the Admiralty, which are as followeth, with Anſwers to the ſame by the Judges of the Realm; which they afterwards confirmed by three kinds of Authorities in Law:* 1. *By Acts of Parliament.* 2. *By Judgments, and Judicial Proceedings. And Laſtly, By Book-Caſes.*

The Proceſs and Proceedings in this Court are in the name of the Lord Admiral,

Certain

The Title of the Complaint.

Certain Grievances, whereof the Lord Admiral, and his Officers of the Admiralty, do eſpecially complain, and deſire Redreſs.

Object. 1. THat whereas the Conuſance of all Contracts, and other things done upon the Sea, belongeth to the Admiral-Juriſdiction, the ſame are made tryable at the Common-Law, by ſuppoſing the ſame to have been done in *Cheapſide*, or ſuch places.

Anſwer. *By the Laws of this Realm, the Court of the Admiral hath no Conuſance, Power, or Juriſdiction of any manner of Contract, Plea, or Querele, within any County of the Realm, either upon the Land, or Water; but every ſuch Contract, Plea, or Querele, and all other things riſing within any County of the Realm, either upon Land, or Water, and alſo Wreck of the Sea, ought to be tryed, determined, diſcuſſed and remedied by the Laws of the Land; and not before, or by the Admiral, or his Lieutenant, in any manner: So as it is not material whether the place be upon the Water,* infra fluxum, & refluxum aquæ; *but whether it be upon any Water within any County. Wherefore we acknowledge, that of Contracts, Pleas and Quereles, made upon the Sea, or any part thereof, which is not within any County (from whence no Tryal can be had by Twelve Men) the Admiral hath, and ought to have Juriſdiction. And no Preſident can be ſhewed, that any Prohibition hath been granted, for any Contract, Plea, or Querele, concerning any Marine Cauſe made or done upon the Sea, taking that only to be the Sea, wherein the Admiral hath Juriſdiction, which is before by Law deſcribed to be out of any County. See more of this matter in the Anſwer to the ſixth Article.*

Object. 2. When Actions are brought in the Admiralty, upon Bargains or Contracts made beyond the Seas, wherein the Common-Law cannot adminiſter Juſtice; yet in theſe Cauſes, Prohibitions are awarded againſt the Admiral-Court.

Anſwer. *Bargains or Contracts made beyond the Seas, wherein the Common-Law cannot adminiſter Juſtice, (which is the effect of this Article) do belong to the Conſtable and Marſhal; for the Juriſdiction of the Admiral is wholly confined to the Sea, which is out of any County. But if any Indenture, Bond, or other Specialty, or any Contract, be made beyond Sea, for doing of any Act, or Payment of any Money, within this Realm, or otherwiſe, wherein the Common-Law can adminiſter Juſtice, and give ordinary Remedy; in theſe Caſes, neither the Conſtable and Martial, nor the Court of the Admiralty, hath any Juriſdiction. And therefore, when this Court of the Admiralty hath dealt therewith, in Derogation of the Common-Law, we find, that Prohibitions have been granted, as by Law they ought.*

See hereafter in the Proof by Judgments and Judicial Preſidents.

Object. 3. Whereas, time out of mind, the Admiral-Court hath uſed to take Stipulation for Appearance, and Performance of the Acts and Judgments of the ſame Court, it is now affirmed by the Judges of the Common-Law, that the Admiral-Court is no Court of Record, and therefore not able to take ſuch Stipulations: And hereupon Prohibitions are granted, to the utter Overthrow of that Juriſdiction.

Anſwer. *The Court of the Admiralty, proceeding by the Civil Law, is no Court of Record; and therefore cannot take any ſuch Recognizance as a Court of Record may do. And, for taking of Recognizances againſt the Laws of the Realm, we find, that Prohibitions have been granted, as by Law they ought: And if an Erronious Sentence be given in that Court, no Writ of Error, but an Appeal to certain Delegates, does lye; as it appeareth by the Sta-*

8 Eliz. Cap. 5. *tute of* 8 Eliz. Reginæ Cap. 5. *which proveth, that it is no Court of Record.*

That

That Charter-parties made only to be performed upon the Seas, are daily withdrawn from that Court by Prohibitions. Object. 4.

If the Charter-party be made within any City, Port, Town, or County of this Realm, although it be to be performed either upon the Seas, or beyond the Seas, yet is the same to be tryed and determined by the ordinary Course of the Common-Law, and not in the Court of the Admiralty: And therefore, when that Court hath incroached upon the Common-Law, in that case the Judge of the Admiralty, and Party suing there, have been prohibited, and oftentimes the Party condemned in great and grievous Damages by the Laws of the Realm. Answer.

That the Clause of *Non obstante statuto*, which hath Foundation in His Majesty's Prerogative, and is current in all other Grants; yet, in the Lord Admiral's Patent, is said to be of no force to warrant the Determination of the Causes committed to him in his Lordship's Patent, and so rejected by the Judges of the Common-Law. Object. 5.

Without all question the Statutes of 13 R. 2. Cap. 3. 15 R. 2. Cap. 5. & 2 H. 4. Cap. 11. *being Statutes declaring the Jurisdiction of the Court of the Admiral, and wherein all the Subjects of the Realm have Interest, cannot be dispenced with by any* Non obstante, *and therefore not worthy of any Answer; but by colour thereof the Court of the Admiralty hath, contrary to those Acts of Parliament, incroached upon the Jurisdiction of the Common-Law, to the intollerable Grievance of the Subjects; which have oftentimes urged them to complain in Your Majesty's Courts of ordinary Justice, at* Westminster, *for their Relief in that behalf.* Answer. 13 R. 2. cap. 3. 15 R. 2. cap. 5. 2 H. 4. cap. 11.

To the end that the Admiral-Jurisdiction may receive all manner of Impeachment and Interruption, the Rivers beneath the first Bridges, where it ebbeth and floweth, and the Ports and Creeks are, by the Judges of the Common-Law, affirmed to be no part of the Seas, nor within the Admiral-Jurisdiction; and thereupon Prohibitions are usually awarded upon Actions depending in that Court, for Contracts and other things done in those places, notwithstanding that by use and practice, time out of mind, the Admiral-Court have had Jurisdiction within such Ports, Creeks and Rivers. Object. 6.

The like Answer as to the first. And it is further added, that for the Death of a Man, and of Mayhem *(in those two Cases only) done in great Ships, being and hovering in the main Stream only, beneath the Points of the same Rivers, nigh to the Sea, and no other place of the same Rivers, nor in other Causes, but in those two only, the Admiral hath Cognizance. But for all Contracts, Pleas and Quereles made or done upon a River, Haven, or Creek, within any County of this Realm, the Admiral, without question, hath not any Jurisdiction; for then he should hold Plea of things done within the Body of the County, which are Tryable by the Verdict of Twelve Men, and meerly determinable by the Common-Law, and not within the Court of Admiralty according to the Civil-Law; for that were to change and alter the Laws of the Realm, in those Cases, and make those Contracts, Pleas and Quereles tryable by the Common-Laws of the Realm to be drawn* ad aliud examen, *and to be sentenced by the Judge of the Admiralty, according to the Civil-Laws. And how dangerous and penal it is for them to deal in these Cases, it appeareth by Judicial Presidents of former Ages. See the Answer to the first Article.* Answer.

That the Agreement made in *Anno Dom.* 1575. between the Judges of the King's Bench, and the Court of Admiralty, for the more quiet and certain Execution of Admiral-Jurisdiction, is not observed as it ought to be. Object. 7.

The supposed Agreement mentioned in this Article hath not as yet been delivered unto us; but having heard the same read over before His Majesty (out of a Paper not subscribed with the Hand of any Judge) we answer, That for so much thereof as differeth from these Answers, it is against the Laws and Statutes of this Realm; and therefore the Judges of the King's Bench never assented thereunto, as is pretended; neither doth the Phrase thereof agree with the Terms of the Laws of the Realm. Answer.

Many

Object. 8. Many other Grievances there are, which, in diſcuſſing of theſe former, will eaſily appear worthy alſo of Reformation.

Anſwer. *This Article is ſo general, as no particular Anſwer can be made thereunto: Only it appeareth by that which hath been ſaid, That the Lord Admiral his Officers and Miniſters, principally by colour of the ſaid void* Non obſtante, *and for want of Learned Advice, have unjuſtly incroached upon the Common-Laws of this Realm; whereof the Marvel is the leſs, for that the Lord Admiral, his Lieutenants, Officers and Miniſters have, without all Colour, incroached and intruded upon a Right and Prerogative due to the Crown, in that they have ſeized, and converted to their own uſes, Goods and Chattels of infinite value, taken by Pyrats at Sea, and other Goods and Chattels which in no ſort appertain unto his Lordſhip, by his Letters Patents, wherein the ſaid* Non obſtante *is contained, and for which he and his Officers remain accountable to His Majeſty: And they now wanting, in this bleſſed time of Peace, Cauſes appertaining to their natural Juriſdiction, they now incroach upon the Juriſdiction of the Common-Law, leſt they ſhould ſit idle, and reap no profit: And if a greater number of Prohibitions (as they affirm) have been granted ſince the great benefit of this happy Peace, than before, in time of Hoſtility, it moveth from their own Incroachments upon the Juriſdiction of the Common-Law. So that they do not only unjuſtly incroach, but complain alſo of the Judges of the Realm, for doing of Juſtice in theſe Caſes.*

The particular Authorities promiſcuouſly alledged by Sir Edward Coke, *are diſtinctly inſerted in the Chapters following, in ſuch places as they ſeem to concern.*

THE

THE JURISDICTION OF THE Admiralty of England ASSERTED.

ASSERT. I.

That in all places where Navigation and Trade by Sea have been in uſe and eſteem, and particularly in England, *ſpecial Laws have been provided for regulating the ſame.*

LA Mer a ſes loix comme la terre, The Sea (ſaith *Godfrey*, a learned Author) *hath its Laws as well as the Land.* And it is certain, that Navigation was no ſooner invented, and Men had Experience of the Commodity proceeding from Negotiation by Sea, but they eſtabliſhed Laws for the maintaining and regulating the ſame. So much may be confirmed by what is obſervable from the uſe and practice, firſt, of thoſe Nations and States which border on the Mediterranean Sea; and ſecondly, of thoſe which confine on the Weſtern Ocean, and the Seas Northward. *Commene ſur les Cutumes de Normandy Te de Verces.*

Touching the firſt; Amongſt the Grecians, the Inhabitants of the Iſle of *Rhodes* have been moſt eminent for their Policy in the Affairs of the Sea. *Cicero* ſaith, *Rhodiorum uſque ad noſtram memoriam Diſciplina navalis & gloria remanſit.* And *Conſtantinus Harmenopulus*, a famous Judg at *Theſſalonica*, and Conſervator of the Law there, gives that Credit to their Laws, that he affirms, Τὰ ναυτικὰ πάντα καὶ ὅσα κέκτηται δικάζειν, &c. *All Buſineſſes concerning Navigation, and all Cauſes concerning things done at Sea, are decided by the* Rhodian *Laws; for the Laws of the* Rhodians *are, of all Sea-Laws, the moſt ancient.* Thoſe Sea-Laws of the *Rhodians*, or ſome part of them, are extant, publiſhed in Greek and Latin, by *Symon Schardius*, and *Marquardus Freherus*; and out of them related by *Mariſotus*, in the firſt part of his *Orbis Maritimus*. *Orat. pro Lege Manilia.* *Procheion l. 2. le. 11.*

The *Romans*, who, in the beginning of their Republick, received their Laws of the *Twelve Tables* from the *Athenians*; under the Empire, when their State was at the higheſt, and abundantly furniſhed with Laws for other matters, in the time of *Tiberius Claudius*, admitted the *Rhodian* Laws for the regulating of the Affairs of the Sea: Whereupon, when one *Eudæmon*, a Merchant of *Nicomedia*, complained to the Emperor *Antoninus*, that he, with others, had ſuffer'd Shipwreck, and were ſpoiled of their Goods by certain Officers of the Iſland called *Cyclades*; the Emperor anſwered him, Ἐγὼ μὲν τοῦ κόσμου κύριος, *That indeed he was Lord of the World*, that is to ſay, *L. Deprecatio D. de l. Rhod.*

ſay, *of the Land, or Continent, but that the Buſineſſes and Rights of the Sea had a ſpecial Rule ſet down in the* Rhodian *Laws, to which he did refer them.*

De Dominio Maris, l.1. c.10. Theſe *Rhodian* Laws, as Mr. *Selden* obſerves, were afterwards inſerted into the Body of the Civil Laws, by the Emperor *Juſtinian* and others; and were in high eſteem both in the *Roman* and *Greek* Empire. The Titles to which they are reduced in the Civil Law are collected by *Petrus Peckius*, who hath commented upon them: *Orbis maritimi. l.1. c.30.* And are likewiſe ſet forth by *Moriſotus:* And, as they were in uſe in the *Greek* Empire, they are ſet out by *Leunclavius*, amongſt the *Baſilica*, or Laws from *Rome* received at *Conſtantinople.*

The Wiſdom and Equity of the *Roman* Civil Laws, in proceſs of time, have been received and allowed in all Nations and States of *Europe*, for the regulating and determining of Buſineſſes at Sea, as it plainly appears in all Authors of ſeveral Nations, *Tract. de Navigat. & Mercatura.* who have written of, or handled matters of that nature. To which have been added, divers Ordinances and Conſtitutions of their own, for Confirmation of thoſe Laws, and Supply, where it ſeemed neceſſary: So the Provinces and places bordering on the Mediterranean Seas, according to former Uſages and Cuſtoms, and upon new emergent Occaſions, eſtabliſhed ſeveral Orders and Conſtitutions for Maritime Buſineſſes, which ſome eminent Perſons reſiding at *Amalphia* (a Town in the Kingdom of *Naples*) reduced into a Monument, called *Tabula Amalphitana*; of *De Subfeudis Tit. de Officio Admiralli.* which *Marinus Frecria* writes; *In ſucceeding Times, Maritime Buſineſſes were not determined only by the* Rhodian *Laws; but Suits and Controverſies touching matters of the Sea, were determined by the Law which is contained in the Table of* Amalphia *unto this day.*

The like was done by the People of *Venice*, *Morea*, or *Peloponneſus*, *Rome*, *Genoa* *Marſellis*, *Aragon*, *Barcelona*, &c. Of all which places, the Conſtitutions are com- *Præfat. del Conſolato de c.44.* prehended in the Book called *Il Conſultate del Mare*; of which it is related in a diſtinct Chapter, *Queſti ſono buoni ſtablimenti, Theſe are the good Conſtitutions and Cuſtoms which belong unto the Sea; the which, wiſe Men, paſſing through the World, have delivered to our Anceſtors.*

Touching the Nations confining on the Weſtern and Northern Ocean, it appears likewiſe, That in *Spain* there were ſpecial Laws and Ordinances provided for the Buſineſſes of the Sea, for Occaſions both of War and Peace; as in the *Partidas* of *Alphonſus* the Ninth, under the Title of *De los navios*, and under the Title *De la guerre per la mer*, and under the Title *De los navios*, in the Recopilation of *Philip* the *Partid.5. & 9.* Second; which are illuſtrated by the Comment of *Alphonſus*, *Azevedo*, and others.

So the *French*, for Maritime Affairs, have divers Edicts or Ordinances, which are ſtyled, *Reglements ſur la fait de Admiralty*; which were eſtabliſhed by *Charles* the *Fontavon les Edicts de France, Tom.3.* Sixth, *Lewis* the Twelfth, *Francis* the Firſt, and laſtly by *Henry* the Third, moſt fully, upon Review of all former Acts; which were afterwards ratified by the Court of Parliament at *Paris:* But, for ordinary matters of Navigation, and Trade at Sea, the Laws, or Judgments of *Oleron* (which is an Iſland ſcituate at the Mouth of the River *Charenton*, near the Coaſt of *Aquitain*) are of ſpecial Obſervation in that Kingdom, as appears by an ancient Record, extant amongſt the Royal Edicts, intituled *Droits & preminences del Admiral*, wherein it is declared, *That the Admiral ought to do Juſtice to all Merchants, according to Rights, Judgments,* &c. *and Uſages of* Oleron. *Artic. 19.* And *Grotius* affirms, *That as the* Rhodian *Laws, in the* Mediterranean *Seas, were reputed as the Laws of Nations, ſo in* France *are the Laws of* Oleron: And ſaith further *Flores ſparſæ ad l. deprecatio.* in that place, *That in what eſteem the Laws of* Oleron *have been in* France, *the ſame have* Leges Wisbuiences *amongſt the Nations beyond the* Rhine; which, if *Welwood* miſtakes not, are the ſame with the Laws of *Oleron*, tranſlated into Dutch for the uſe *Abridg. of Sea-Laws. c.* of the Sea-Coaſts in thoſe parts.

Malines, in his *Lex Mercatoria*, ſets forth a Catalogue of the Laws of the Hanſe Towns. And *Loccenius*, in his Preface to his Book, *de Jure Maritimo*, mentions, *Part. 1. c.* *Jus nauticum Sueficum*, and *Leges Wisbuiences*; which, he ſaith, are obſerved both in the Hanſe-Towns; and in the Northern Kingdoms; and alſo the Ordinances of the Hanſe-Towns themſelves, and of the Belgick Commonwealth.

It is likewise apparent, that the Kingdom of *England* is not destitute of special Laws for the regulating of Sea-businesses, which are distinct from the Common Laws of the Realm; as namely, the *Civil Law*, and others, of which the Books of Common Law take notice by the names of *Ley Merchant*, and *Ley Mariner*.

Touching the Civil Law, how it is observed in the Admiralty of *England*, Sir *Edward Coke* shews, in his Comment upon *Littleton*, where he mentions divers Laws which are in use in this Kingdom. And Mr. *Selden*, in his Dissertation, *ad Fletam*, says, *Juris Civilis, vel Cæsarii usus ab antiquis seculis etiam num retinetur in foro Maritimo, seu curia Admiralitatis.* And accordingly, in the time of King *Edward* the Sixth, when Monsieur *Villandry* being employed for the King of *France*, upon occasion of some Differences happening betwixt the Subjects of *England* and of *France*, concerning Sea-businesses, signified, that the King his Master was desirous that the Ordinances and the Customs of *England* might be reduced into one Form, without any difference betwixt them and the *French*. Answer was made, That the *English* Ordinances for Marine Affairs were no other than the Civil Laws, and certain ancient Additions of the Realm; wherein they could not conceive any reason or convenience of Change.

ad Sect. 3. *cap.* 8. *Sir* John Hayward, *in the Life of* Ed. 6.

The Law-Merchant is likewise mentioned, and allowed by Sir *Edward Coke*, in his Comment upon *Littleton*, as a Law distinct from the Common Law of *England*. And so doth Mr. *Selden* mention it, in his Notes upon *Fortescue*. And Sir *John Davis* more fully owns it in a Manuscript-Tract touching Impositions; where he affirms, *That both the Common Law and Statute-Laws of* England *take notice of the Law-Merchant, and do leave the Causes of Merchants to be decided by the Rules of that Law: Which Law-Merchant, he saith, as it is part of the Law of Nature and Nations, is universal, and one and the same in all Countries of the World: For, as* Cicero *saith of that Law, Non erit alia lex Romæ, alia Athenis, alia nunc, alia post hæc, sed & omnes gentes, & omni tempore una eademque lex obtinebit.* Whereby it is manifest, that the Causes concerning Merchants are not now to be decided by the peculiar and ordinary Laws of every Country, but by the general Laws of Nature and Nations. He saith further, 'That until he understood the difference betwixt the Law-Merchant 'and the Common Law of *England*, he did not a little marvel, that *England*, enter-'taining Traffick with all Nations of the World, having so many Ports, and so much 'good Shipping, the King of *England* also being Lord of the Sea, what should be 'the cause that, in the Books of the Common Law of *England*, there are to be found 'so few Cases concerning Merchants or Ships: But now the reason thereof was ap-'parent, for that the Common Law of the Land did leave those Cases to be ruled 'by another Law; namely, the Law-Merchant; which is a Branch of the Law of 'Nations.

ad Sect. 3. *c.* 32. *p.* 39. *Offic.* 3.

The Law-Mariner, to which haply, the Answer to the *French* Agent, mentioning ancient Additions of the Realm, related, were such things as are contained and preserved in the ancient black Book of the Admiralty; as certain Royal Ordinances, made by ancient Kings of the Realm. 2. The Judgments, or Resolutions of *Oleron*, in the time of King *Richard* the first. 3. Certain Verdicts given upon an Inquisition at *Quinborough*, in the time of King *Edward* the Third: And some other Matters touching the Admiralty of *England*.

Touching the black Book of the Admiralty, Mr. *Selden* styles it, *Vetusti Tribunalis Maritimi Commentarii*; and *Codex Manuscriptus de Admiralitatu*. And, in his Notes upon *Fortescue*, he saith, That there are in it, worthy of Observation, Constitutions touching the Admiralty of *Henry* the First, *Richard* the First, King *John*, and *Edward* the First.

De Dom. Maris, l. 2. *c.* 28. *Ad cap.* 32.

Touching the Judgments, or Laws of *Oleron*, and the use of them in the Admiralty-Court, Mr. *Selden*, where he, from them, argues the Sovereignty of the Kings of *England*, in regard King *Richard* the First did publish the Sea-Laws in the Island of *Oleron*, which was then in his possession, says, *That they are still in force.* And Sir *Edward Coke* likewise argues, That the Jurisdiction of the Lord Admiral was long

De Dom. Maris, p. 254. *Comment on Litt. Sect.* 234.

before the Reign of *Edward* the Third, from the Laws of *Oleron*; *So called, because they were there made by King* Richard *the First.*

The Inquisition at *Quinborough* was taken in the Year 1376. in the 49th. of King *Edward* the Third, by eighteen expert Sea-men, before *William Nevill* Admiral of the North, *Philip Courtny* Admiral of the West, and the Lord *Latimer* Warden of the Cinque Ports; and relates, as by the Title appears, to the Usages of former times. The Verdicts there given were desired to be establisht by the King's Letters Patents, in the Cinque Ports, and Towns adjoyning to the *Thames*, to be observed by the Owners, Masters and Mariners of Ships, under Penalties, &c. And *Malines* writes, *That he had seen them inrolled amongst the Records of the Tower, for the Government of the Admiralty.*

Part. 1. *c.* 17.

ASSERT. II.

That generally where Laws have been provided for Businesses concerning the Sea, as also in England, *several Judges have been appointed to determine Differences, and redress Offences concerning the same.*

Syntag. lib. 47. *cap.* 37.

Gregorius Tholosanus says, *Judicum diversorum ratio eo dirigitur, ut lites facilius expediantur, ne immortales sint sub judicibus mole negotiorum occupatis & proinde cum commercia hominum sint maximæ utilitatis, placuit Negotiatoribus proponi proprios Judices.* And accordingly,

First, The *Grecians* had their special and proper Judges appointed for those Businesses: So *Suidas*, Ναυτοδίκαι ἄρχοντες, &c. *The* Natodicæ *were Magistrates who did Justice to Sea-men, and others, who trade by Sea.* And the *Athenians* had an express Law to that purpose, Τὰς δίκας τὰς πρὸς τοὺς ἐμπόρους, &c. *That Actions concerning Sea-men and Merchants should be commenced before the Judges called* Thesmothetæ, *according to their Instruments of Contracts and Dealings.*

Petit. de Legib. Atticis.

In Verrem 7. *Decad.* 3. *lib.* 3. *cap.* 46. *Ad Senatus Trebes. l.* 14. *1. ult. C. de Commerciis.*

Secondly, Amongst the *Romans* there was anciently an Officer called *Præfectus Classis* by *Tully* and *Livy*. And *Javolenus* makes mention of *Seius Saturninus Archigubernius Classis Britannicæ*: And *Tacitus*, of *Prætor Classis*: Which Name imports a power of Judicature. In later times they had also a Magistrate who was called *Comes Commerciorum*, whose Office was, to over-see Matters of Commerce or Negotiation.

Cap. 20.

Thirdly, The *Roman* Empire being broken into several States, the lesser, as Republicks, had their Consuls, and the greater Kingdoms had their Admirals, to order and determine those Businesses. The Office of the Consuls is described in the *Consolato del Mare*, *Consoli determinano tutti le controversie*, &c. *The Consuls determine all Controversies which are for Fraights, for Dammages done to Goods on Shipboard, for parts of Ships to be set to Sale at an Out-cry, for Commissions given to Masters and Mariners, for Debts contracted by Masters for the necessary use of the Ship, for things promised or undertaken betwixt Merchants and Mariners, for Goods taken up at Sea; and generally, for all other Contracts and Businesses which are declared amongst the Customs of the Sea.*

Morisoni, l. 2. *c.* 27.

Fourthly, The *Venetian* State being a Seigniory, when any great War is expected, or undertaken, have their General, or Supream Commander of the Navy, who is of as high an Esteem as any Magistrate of the City; having absolute Power over all Officers, and others, of the Navy: At other times the *Legatus Classis*, or Vice-General

neral hath the power of diſpoſing of the Navy, and over the Captains of the Gallies, and other Perſons of the Navy. They have beſides, four Conſuls, who judg and determine all Matters concerning Negotiation and Trade. *Sanſovinus lib. 17.*

Fifthly, Admirals in *Europe* had their Beginning (as moſt affirm) in the time of *Conſtantine* the Emperor, and that in *Magna Græcia*, which is now the Kingdom of *Naples*, where the Dignity of Admiral is the third Place; to wit, after the Vice-Roy and Conſtable; to whom belongeth the Building, Repairing and Keeping of the Ships Royal, and ſetting out of the Fleets for War, with the King's Conſent. He hath alſo Juriſdiction, Civil and Criminal, amongſt Commanders, Officers and others, employed about the Navy, and all others who get their Livelihood by the Induſtry and Art of the Sea; which are held to be ſuch which tranſport in Ships, and adventure their Eſtates by Sea: As alſo, ſuch that make it their Trade to Fiſh, or do build Ships. This Court is called *Magna Curia*; and from it there lies an Appeal only to the Supream Council. *Garſias Maſtrilli* ſays, He hath all Juriſdiction, both Civil and Criminal, in Maritime Cauſes, excluſive to all others. *Chaſſan. Catal. p. 9. conſ. 26.* *Freeca de Offic. Admir.*

The King of *Spain* hath divers other Admirals, both in *Europe*, and the *Indies*, of equal Power. *Marinus Siculus* ſaith of the Admiral of *Caſtile*, That he is next unto the Conſtable, and hath ſupream Authority over all that uſe the Sea; and is held to be the Lord, and Chief Commander of the Sea: As it is alſo largely deſcribed in the *Partidos*. Beſides, for the diſpatch of ordinary Maritime Buſineſſes, by the ſame Laws, Judges are appointed to reſide in Port-Towns, and other places on the Sea-Coaſts, which are to hear the Cauſes of Sea-men, concerning Freight of Ships, and Contributions for Goods caſt over-board, or any other Matter: Which Judges were to proceed plainly, without Solemnities, and with all Expedition, *&c.* *Moris, l. 2. c. 22.*

In *France*, by an Ordinance of *Henry* the Third, made upon a Survey of all other former Ordinances, ratified by the Parliament of *Paris*, the Office of the Admiral, in the King's Name, is thus declared: *Edit. per Fontan.*

Firſt, That of all Armies which ſhall be raiſed and ſet to Sea, the Admiral of *France* ſhall be chief, and our Lieutenant-General; and ſhall be obeyed in all Maritime Towns and Places, which are or may be, without Contradiction.

Secondly, He ſhall have Juriſdiction, Conuſance and Determination of all things done or committed on the Sea, or Shoars of the Seas; likewiſe of all Acts of Merchandize, Fiſhing, Freighting, or Letting to Freight, or Breach of Ships, of Contracts made touching the Matters aforeſaid, of Charter-parties, of Sea-briefs, and of all other things whatſoever happening upon the Sea, or Shoars thereof; as our Lieutenant-General alone, and to all purpoſes, in the places aforeſaid: Which Juriſdiction, Cognizance and Determination, we have interdicted to all other our Judges.

He ſhall hold his principal Court at the Marble Table, in the Palace at *Paris*, and ſhall appoint Judges Deputies in Maritime Cities and Towns, who ſhall hear ordinary Matters happening within their Circuits; and if any Buſineſs fall out worthy of greater Conſideration, they ſhall refer the ſame to him.

In *Denmark*, the third place of Dignity in the Kingdom belongs to the Admiral, who is commonly called Rycks Admiral; and, as *Moriſotus* writes, he hath the ſame Right and Power as the Admiral of *France*. *Tit. 2. c. 14.*

In *Scotland* (as *Wellwood*, a *Scotiſh* Man, writes) the Admiral, and Judg of the Admiralty hath power within the Sea-flood, over all Sea-faring Men, and in all Sea-faring Cauſes and Debates, Civil and Criminal: So that no other Judg of any degree may meddle therewith, but only by way of Aſſiſtance, as it was found in the Action brought by *Anthony de la Tour*, againſt *Chriſtian Martens*, *Novemb.* 6. 1542. *Abridg. c. 1.*

The Admiral of *England* (as Mr. *Selden* obſerves) hath another manner of Right, and Juriſdiction, than the Admiral of *France*, or other ordinary Admirals; for that the Juriſdiction over the Seas of *England* and *Ireland*, and the Dominions and Iſles of the ſame, as a Province, are committed to his Cuſtody and Tuition, as to a Preſident, to defend the ſame, as in the Dominion of the King, by whom he is authorized; the Bounds of which Juriſdiction are limited and determined in thoſe Seas. And beſides, *De Dom. Maris l. 2. c. 27.*

beſides, as the *French*, and other Admirals, he hath the power over the Navy, and the Government over the Sea-men, and Juriſdiction over the Perſons and moveable Goods which come under his Judicature, *pour raiſon ou occaſion del faie de la mer*: Which Juriſdiction hath no Bounds, but extends to the *Mediterranean*, *African* and *Indian* Seas, or any other far remote.

*Juriſdiction, p.*142.

What Mr. *Selden* delivers concerning the Admiral of *England*'s Special Juriſdiction, in the firſt reſpect, is confirmed by an ancient Record in *French*, in *Archivis* of the Tower of *London*, ſet out at large by Sir *Edward Coke*; the effect and tenour whereof is, That whereas, during the Wars between *Philip* King of *France*, and *Guy* Earl of *Flanders*, *Reginerus Grimbaldus*, Admiral of the *French* Navy, had ſpoiled the Merchants of divers Nations, ſailing towards *Flanders*, in the *Engliſh* Seas; and Commiſſioners being appointed by the two Kings, to hear and redreſs the Complaints concerning the ſame, the Deputies of the Prelates, Nobility and Commonalty of the Towns of *England*, and of divers Maritime Countries; as of *Genoua*, *Catalonia*, *Spain*, *Germany*, *Zeland*, *Holland*, *Frieſland* and *Norway* declare, That the Kings of *England*, by reaſon of that Realm, time out of mind, have been in peaceable Poſſeſſion of the Sovereign Dominion of the Sea of *England*, and of the Iſlands therein ſcituate, by ordering and eſtabliſhing Laws, Statutes and Countermands of Arms, and Veſſels otherwiſe furniſhed than for Merchandiſing, and by taking Security, and giving Protection in all Cauſes needful, and by ordaining all other things requiſite for the maintaining of Peace and Right amongſt all other People, as well of other Seignieuries, as of their own, paſſing through the ſame: And all manner of Cognizance and Juriſdiction, high and low, touching thoſe Laws, Statutes, Ordinances and Countermands, and all other Acts which may appertain to the Sovereign Dominion aforeſaid; and that *A. D. B.* Admiral of the Sea, deputed by the King of *England*, and all other Admirals appointed by him, and his Anceſtors, heretofore Kings of *England*, have been in peaceable Poſſeſſion of the ſaid Sovereign Protection; together with the Conuſance and Juriſdiction, and all things before-mentioned thereunto appertaining (except in caſe of Appeals to their Sovereign Kings of *England*, for default of doing Right, or giving wrong Judgment) and eſpecially in making Reſtraint, doing Juſtice, and taking Security for the Peace of all manner of People, bearing Arms on the Sea, or Ships ſailing otherwiſe apparelled, or furniſhed, than belongs to Ships of Merchandize; and in all other points in which a Man may have reaſonable Cauſe of Suſpition againſt them, touching Robbery, or other Miſdemeanours.

Beſides the Juriſdiction Extraordinary of the Admiral of *England*, concerning Protection againſt Depredations in the *Engliſh* Seas (as Mr. *Selden* writes;) his Ordinary Juriſdiction is over the Perſons and Goods moveable, which come under his Judicature by *occaſion of Buſineſſes relating to the Sea*, is not only agreeable to the Juriſdiction of the *French*, and other Admirals, but is alſo warranted by the King's Commiſſions; as it is apparent by ancient and later Patents, granted by the Kings of *England*, in which the Admirals of *Englands* Authority and Juriſdiction is expreſly and fully declared, as followeth; *Damus & concedimus, &c. We give and grant to* N. *the Office of Our Great Admiral of* England, Ireland *and* Wales, &c. *And We make, appoint and ordain him Governour-General of Our Navies and Seas of the Kingdoms aforeſaid. And be it further known, that We, of Our ſpecial Grace, and certain Knowledg, do give and grant to the ſame Our Great Admiral, and Governour of our Navies, all and all manner of Juriſdictions, Liberties, Offices, Fees, Profits, Preheminences and Privileges whatſoever belonging or appertaining.* So far is recited in the ſolemn Form of the Admiral's Commiſſion, by Mr. *Selden*, as ſufficient to his purpoſe; and then, ſaith he, follow many things, declaring that moſt ample Power and Juriſdiction; amongſt which is expreſſed, in Civil Cauſes, that to him it is granted, *Ad cognoſcendum de placitis, &c. To hold Conuſance of Pleas, Debts, Bills of Exchange, Policies of Aſſurance, Accounts, Charter-parties, Contractions, Bills of Lading, and all other Contracts, which may any ways concern Moneys due for Freight of Ships hired, and let to hire;*

Selden *lib.*2. *cap.*16.

hire; Moneys lent to be paid beyond the Seas, at the hazzard of the lender, and alſo of any Cauſe, Buſineſs, or Injury whatſoever had, or done, in or upon, or through the Seas, or publick Rivers, or freſh Waters, Streams, Havens, and places ſubject to overflowing, whatſoever, within the flowing and ebbing of the Sea, upon the Shoars or Banks whatſoever adjoyning to them, or either of them, from any the ſaid firſt Bridges whatſoever, towards the Sea, throughout Our Kingdoms of England *and* Ireland, *or Our Dominions aforeſaid, or elſewhere, beyond the Seas, or in any Ports beyond the Seas whatſoever,* With divers other Clauſes, containing Power of Coercion for the maintenance of that Juriſdiction.

By the Commiſſion of *Oyer* and *Terminer*, granted likewiſe under the Great Seal, according to the Statute of the 28th. of *Henry* the Eighth Chap. 15. and other Statutes, for the puniſhing of Offences and Matters Criminal, committed within the Juriſdiction of the Admiral, Power is granted in the Kings name, to hear, and determine *De omnibus & ſingulis proditionibus, &c. of all and ſingular Treaſons, Robberies, Murthers, Felonies and Confederacies,* &c. *as well in and upon the Sea, or any River, Port or Freſh-Water, Creek, or place whatſoever, within the flowing of the Sea to the full, beneath the firſt Bridges towards the Sea, as upon the Shoar of the Sea, or elſewhere within the King's Maritime Juriſdiction of the Admiralty of the Realm of* England, *and the Dominion of the ſame: As well againſt the Peace, and the Laws of the Land, as againſt the King's Laws, Statutes and Ordinances of the King's Court of Admiralty. And alſo touching all and ſingular other Matters which concern Merchants, Owners and Proprietaries of Ships, Maſters, Ship-men, Mariners, Ship-wrights, Fiſhermen, Work-men, Labourers, Sailors, Servitors, or any others.*

ASSERT. III.

That in all places where Judges have been appointed for Sea-buſineſſes, as alſo in England, *certain Cauſes,* viz. *ſuch as have relation to Navigation, and Negotiation by Sea, have been held proper for their Conuſance.*

MAritime Laws, ſaith *Godfrey, concern Perſons, or Dealings between Merchants and Sea-men;* which is agreeable to the ſubject matter of the ſeveral Laws mentioned in the firſt Chapter, and what appears to have belonged to the office of Maritime Judges. *Tit. de Varlet.*

Amongſt the Grecians, Cauſes happening betwixt Merchants and Sea-men were called, Δίκαι ἐμπορικαὶ, *Cauſes concerning Trade, as* Julius Pollux; *and* Δίκαι περὶ ναυκλήρων, *as* Suidas *teſtifies.* The *Rhodian* Laws, although as they are now extant, are not ranked under diſtinct Heads or Titles, yet they may be reduced to theſe Particulars: As firſt, Concerning hiring and freighting of Ships. Secondly, Concerning tranſporting Paſſingers and Goods. Thirdly, Touching the delivery and diſcharging the things received in good Condition. Fourthly, Touching Contributions for Loſſes in common danger, and for Salvage of Goods. Fifthly, For borrowing and truſting of Money for Sea-voyages. Sixthly, Concerning Mariners Duties, their Wages, and the like. *Gnomat. verb.* Δίκαι.

The ſame were the Matters taken into Conſideration, when the *Roman* Senate entred into a Conſultation to ſettle the Buſineſs of the Sea: For when *Tiberius Claudius* had ſignified to them, that the Sea-men, and Merchants trading by Sea, had beſought *Jac. Godefred. Comment. ad l. Deprecatio.*

ſought him, that ſuch Buſineſſes which were incident to the Sea might be reduced into ſome Order; *Nero*, then a Senator, adviſed, that ſome might be ſent to the Iſle of *Rhodes*, who ſhould diligently enquire and take notice of what was there obſerved *concerning Mariners, Sea-men, Merchants, and Paſſingers Goods put on Board Ships, Partnerſhips, Building, Buying, or Selling of Ships, Intruſting Gold and Silver, and divers other things.* All which was done accordingly, as appears by the Titles of the *Roman* Civil Laws, into which the *Rhodian* Laws were incerted; and by the Laws touching Sea-affairs, which afterwards the *Greek* Empire received from the *Romans*, as in the Title *De Nauticis Obligationibus, &c. Touching the Obligations, or Duties of Mariners, and all manner of Actions which may be brought concerning Ships, or thoſe who ſail in Ships, Owners, Maſters, or Paſſengers: Moreover, touching Wrecks of Ships, Caſting forth of Goods, and Contributions; and alſo Fiſher-men and Fiſhing.*

Βασιλικ. l. 33.

The ſame Buſineſſes alſo are regulated by the Conſtitutions of the *Conſolato del Mare*, in which are contained the Statutes and Ordinances of ancient Authority, provided for all Cauſes of Merchandizing and Navigation, as it is more fully ſignified in a Chapter of that Book, *Nello progreſſo di queſto libro. In the progreſs of this Book it is declared, how the Maſters of Ships ought to demean themſelves towards Merchants, Mariners, Strangers, and all other ſorts of People, which paſs in their Ships; and alſo, how Merchants ought to perform with Maſters of Ships, and how Strangers and others ought to pay Freight for the tranſporting of their Perſons,* &c. All which are made good in the particular Ordinances and Conſtitutions therein contained.

Cap. 24.

The Sea-Laws in the *Spaniſh Partidaes* have the ſame ſcope, as it is in the Title, *We intend here to ſpeak of Shipping hired to undergo the Adventure of the Sea, and we will ſhew what things the Maſter of the Ship ought to obſerve towards the Merchants, and how the Dammage that ſhall happen to Goods caſt over-board by occaſion of Storm ought to be divided, and of the Price due for the Hire of Ships, and of other Matters which may concern the ſame Affair.*

Partid. 5. & 9.

So much is likewiſe ſignified in the Title of the Laws of *Oleron*, which, in the Edition annexed to the Cuſtoms of *Normandy*, are called, *Ordonances Royaul touchant le fait de la Mere*; as alſo Judgments, *de la mere, des nef, des Mariners, & auſſi des Marchants, & de tout leur eſtre:* And in the Edition ſet out by *Peter Garrias*, *La maniere comme les Maeſtres de Navire. The manner how Maſters of Ships, Merchants and Mariners ought to regulate and govern themſelves, according to the Judgments of the Roll of* Oleron.

Notwithſtanding theſe Examples of the Uſages of all other Nations, ſome amongſt us, as take upon them to determine, that to the Juriſdiction of the Admirals of *England*, no ſpecial, or certain Cauſes do belong: So the Lord *Hobard*, in *Audly* and *Jennings* Caſe, affirms, That their Juriſdiction is not in reſpect of any certain Cauſes, as the Cauſes of Tithes and Teſtaments are in the Spiritual Court, but only in reſpect of Place; and no doubt but Sir *Edward Coke*, and others who talk ſo much of *Altum Mare*, are themſelves perſuaded, and would perſuade others, to be of that Opinion: But it is apparent, that it is not the Place only, but the nature of the Caſe, happening within ſuch a place, that makes the Juriſdiction: And therefore, if a Contract of Marriage, or a Teſtament, be made at Sea, the Admiral claims no Conuſance thereof; which he might do, if the place alone were ſufficient to give the Juriſdiction. And ſo *Godfrey*, in his Comment upon the Cuſtoms of *Normandy*, ſaith, *That the Juriſdiction of the Marſhal of* France, *and of the Admiral, are limited to certain Cauſes and Matters: Whereupon it followeth, that they cannot judg, but of things of which the Conuſance belongs unto them; for their Juriſdictions are not regulated only by the Territory or Place, but alſo by the Cauſes and Matters, over which a competent Power is granted unto them.* And ſo Juſtice *Reeves*, in an Argument in *Communi Banco*, delivered, That he differdd in Opinion from my Lord *Hobard*; and affirmdd, That the Cauſe, as well as the place, gave Juriſdiction; for, if a Man upon the Sea do ſeal a Leaſe, or an Obligation, the Common Law ſhall have the Juriſdiction, and not the Admiralty, becauſe the Cauſe is not Maritime. And this, he ſays, agrees with the Lord *Hobard* himſelf, in *Bridgman's* Caſe. And

Tit. de Vareos.

Lenthal & alii contr. D. Will. Ruſſel & alii.

Serjeant

Serjeant *Callis*, in his Readings, doth acknowledg, *That the King rules on the Sea by the Laws Imperial, and the Roll of* Oleron, *and others: But that is*, ſaith he, *in the Cauſes of Shipping, and of Merchants and Mariners.* And whereas the Serjeant ſaith well; and I ſuppoſe no Man will deny but the Civil or Imperial Laws, the Roll of *Oleron*, and others (by which, I ſuppoſe, may be underſtood, the Articles of the Inquiſition of *Quinborough*) are of force in the Admiralty of *England*. For further Illuſtration, that there are certain Cauſes properly belonging to the Conuſance and Juriſdiction of the Admiralty-Court of *England*, it may be more particularly deduced and ſhewed from theſe ſeveral and reſpective Authorities.

And firſt, As touching the particular Cauſes which may be deduced from the Civil Laws, ſome things have been already ſhewed, out of what the *Romans* derived from the *Rhodian* Laws; and if any will be further ſatisfied, he may find it perſpicuouſly declared in a Tract, *De Jure & Judicio Maritimo*, wherein the particular Cauſes, not only Civil, but alſo Criminal, concerning Navigation and Negotiation by Sea, are ſummarily ſet down, with relation to the Text of the Civil Laws.

And touching the Laws of *Oleron*, which are leſs obvious, it may be obſerved, that the particular Caſes therein are; as firſt,

Touching Ships hired for Sea-voyages, and their Proceedings in the ſame.

1. How Maſters and Mariners are to be ſatisfied, when the Merchant provides not his Goods ready, to be laden at the time agreed upon.
2. How the Maſter ought to conſult with his Company before he put out of the Harbour, and proceed with their Advice; and what he is liable unto, if he do otherwiſe.
3. How the Maſter ought to make Satisfaction when the Merchant is prejudiced by his ſtay in any place, and is not proceeding in the Voyage.
4. How the Maſter, in caſe his Ship be diſabled by ſome miſ-fortune, may repair it, or hire another; or, if the Merchant refuſe, what Fraight may be demanded.

Secondly, *Touching the ſafe keeping and delivering of Goods received into the Ships.*

1. How the Merchant ſhall be ſatisfied if his Goods be damnified in the Ship, by evil ſtowing, or other bad uſage; and how the Maſter and Company may clear themſelves.
2. How the Maſter and Company are liable unto the Merchant, if any Goods brought into the Port of Diſcharge, miſcarry in the Unlading, by occaſion of the Tackling or Cordage, which are found unfit.

Thirdly, *Touching the Engaging of Ships or Goods in caſe of neceſſity.*

1. Whether the Maſter, wanting means to proceed in his Voyage, may ſell or diſpoſe of the Ship, without Commiſſion from the Owners; and how, and in what Caſe he may engage ſome Tackle, or Furniture of the Ship.
2. How far, in caſe of neceſſity, the Maſter may intermeddle with the Merchant's Goods; and, if he diſpoſe of any, how he is to make Account, and give Satisfaction.

Fourthly, *Touching Contributions to be made for Loſs, upon occaſion of common Danger.*

1. How the Maſter, with Advice of thoſe in the Ship, or otherwiſe, in extremity of Tempeſt, may caſt out ſome Mens Goods, to ſave themſelves and the reſt; and how Average, or Contribution is to be made.

2. How the Maſter, in the Tempeſt, cutting down his Maſt, and caſting it over-board, to ſave the Ship and Goods, ought to have Satisfaction from thoſe, whoſe Goods were ſaved.

Fifthly, *Touching Damages done by, or betwixt ſeveral Ships.*

1. How and in what manner the Damage is to be born, when a Ship ſailing into a Port, bruiſes or breaks another Ship riding there at Anchor.

2. How if two Ships riding at Anchor in a Haven, and the Water being low, the Maſter of the one obſerving ſome danger from the Anchor of the other, may give notice thereof to the Maſter of that Ship; and if he neglect to remove it, may cauſe it to be done by his own Company; and if he be hindred therein, and Damage done, what Reparation may be recovered.

Sixthly, *Touching the Charge for hiring of Pilots, and their Duty.*

1. The Maſter being bound by Charter-party to pay Pilotage, in what places, and how far he is bound thereunto.

2. How far the Pilot is liable to make Satisfaction of the Ship's Miſcarriage under his Charge; and whether he be bound, when he hath brought her into the Harbour, if ſhe miſcarry by miſ-placing there.

There be many other Caſes contained among theſe Judgments of *Oleron*, but theſe may ſuffice for our purpoſe.

As the Roll of *Oleron* doth contain Judgments or Verdicts, eſpecially in Civil Cauſes, which did belong to Maritime Judicature, ſo in the Inquiſition at *Quinborough* are preſented Matters Criminal, and Offences, concerning which anciently Enquiry hath been made in the Admiralty-Juriſdiction: Which may be reduced into theſe Heads; as,

Firſt, *Offences againſt the King and Kingdom*; as,

1. Of ſuch as did furniſh the Enemy with Victuals and Ammunition; and of ſuch as did traffick with the Enemies, without ſpecial Licence.

2. Of Traytors Goods detained in Ships, and concealed from the King.

3. Of Pirats, their Receivers, Maintainers and Comforters.

4. Of Murthers, Man-ſlaughters, Maims and Pety-felonies, committed in Ships.

5. Of Ships arreſted for the King's Service, breaking the Arreſt; and of Serjeants of the Admiralty, who for Money, diſcharge Ships arreſted for the King's Service; and of Mariners, who having taken Pay, run away from the King's Service.

Secondly, *Offences againſt the publick Good of the Kingdom*; as,

1. Of Ships tranſporting Gold and Silver.

2. Of carrying Corn Over-Sea without ſpecial Licence.

3. Of ſuch as turn away Merchandizes or Victuals from the King's Ports.

4. Of Fore-ſtallers, Regrators, and of ſuch as uſe falſe Meaſures, Ballances and Weights, within the Juriſdiction of the Admiralty.

5. Of ſuch as make Spoil of Wrecks, ſo that the Owners, coming within a Year and a Day, cannot have their Goods.

6. Of ſuch as claim Wrecks, having neither Charter nor Preſcription.

7. Of Wears, Riddles, Blind-ſtakes, Water-mills, *&c.* whereby Ships or Men have been loſt or indangered.

8. Of removing Anchors and cutting of Buoy-Ropes.

9. Of ſuch as take Salmons at unſeaſonable times.

10. Of

10. Of ſuch as ſpoil the Breed of Oiſters, or drag for Oiſters and Muſſels at unſeaſonable times.
11. Of ſuch as fiſh with unlawful Nets.
12. Of taking Royal Fiſhes, *viz.* Whales, Sturgeons, Porpoiſes, *&c.* and detaining the one half from the King.

Thirdly, *Offences againſt the Admiral, the Navy, and Diſcipline of the Sea.*

1. Of Judges entertaining Pleas of Cauſes belonging to the Admiral; and of ſuch as, in Admiralty-Cauſes, ſue in the Courts of Common Law; and of ſuch as hinder the Execution of the Admiral's Proceſs.
2. Of Maſters and Mariners contemptuous to the Admiral.
3. Of the Admiral's Shares, of Weiſs or Derelicts, and of Deodands belonging to the Admiral.
4. Of Fletſon, Jetſon and Lagon, belonging to the Admiral.
5. Of ſuch as Freight Strangers Bottoms, where Ships of the Land may be had at reaſonable Rates.
6. Of Ship-wrights taking exceſſive Wages.
7. Of Maſters and Mariners taking exceſſive Wages.
8. Of Pilots, by whoſe ignorance Ships have miſcarried.
9. Of Mariners forſaking their Ships.
10. Of Mariners rebellious and diſobedient to their Maſters.

In the ſame ancient Book of the Admiralty there is a Copy of a more ancient Enquiry touching Admiral-Cauſes, wherein ſome things relate to Conſtitutions made by King *Richard* the Firſt, at *Grimesby*, (*viz.*) That Ships arreſted for the King's Service, breaking Arreſt, ſhall be confiſcated to the King: And by King *John*, at *Haſtings*; That no private Man ſhould appropriate to himſelf the benefit of any ſalt Waters, by Meers, Ridles, and the like; and that the ſame ſhould be pulled down.

And the Fiſhing, cryed common to all People, was likewiſe ordered by King *John*.

This may ſuffice to confirm, that there were certain ſpecial Cauſes, both Civil and Criminal, which did anciently belong, and properly, to the Conuſance of the Admiral; and to ſhew, that this Juriſdiction was not wholly confined only to the Sea.

ASSERT. IV.

That the Juriſdiction of the Admiral of England, *as it is granted by the King, and is uſually exerciſed in the Admiralty-Court, may conſiſt with the Statutes and Laws of this Realm.*

First, IT appears by ancient Record of the time of King *Edward* the First, *De ſuperioritate Maris*, that it was acknowledged by the Deputies of the Parliament of *England*, and of divers other Nations, That the Kings of *England*, and of divers other Nations, time out of mind, injoyned the Dominion and Soveraignty of the *Engliſh* Seas, by preſcribing Laws and Statutes for the preſerving Peace and Juſtice, and by exerciſing all kind of Authority in matters of Judicature, and all other things which may concern his Soveraignty in the ſame; which being granted, his power to depute a Magiſtrate or Officer to thoſe purpoſes, with ſo much of his Authority as he ſhall think fit, cannot be denied.

Secondly, That the Juriſdiction and Power granted by the King in his Letters Patents to the Admiral, is agreeable to Commiſſions anciently granted, and which have been paſſed from time to time by the King's learned Council, and by the Lord Chancellor, or the Lord Keeper for the time being, who have thereunto ſet the Great Seal; and that the Authority and Juriſdiction of the Conſtable and Marſhal is deſigned by Sir *Edward Coke*, by referring to Grants of thoſe Offices antiently made by many ſeveral Kings, with exception only to one irregular Precedent, in the time of King *Edward* the Fourth.

Juriſdiction of Courts, cap. 6. f. 127.

Thirdly, That Mr. *Selden* ſhews, that all the Patents of the Office of the Lord Admiral, from the beginning of Queen *Maries* time, to the time of King *Charles*, have been conceived after one and the ſame form and tenour; as, of *Edward* Lord *Clinton*, afterwards Earl of *Lincoln*, under King *Philip* and Queen *Mary*; of *Charles Howard* Lord *Effingham*, afterwards Earl of *Nottingham*, under Queen *Elizabeth*; of *Charles* Duke of *York*, after King *Charles*, under King *James*; and of *George* Duke of *Buckingham*, under King *James*, and King *Charles*: To which may be added, the Patent of *Algernon* Earl of *Northumberland*, under King *Charles* the First; and of *James* the moſt Illuſtrious Duke of *York*, under King *Charles* the Second.

De Dom. Maris lib. 12. *cap.* 17

Fourthly, That the Lord Admiral, and his Deputies proceeding according to his Commiſſion, is expreſly allowed by King *Philip* and Queen *Mary*; where they, by a Statute reſtraining the Exportation of Corn without Licence, make a ſpecial Proviſion, *That that Act ſhall not be prejudicial or hurtful to the Lord Great Admiral of* England *for the time being, or to the King and Queens Majeſties Juriſdiction of the Admiralty; but that the ſaid Lord Admiral or his Deputies ſhall exerciſe, uſe and execute all kinds of Juriſdiction belonging to the Sea, according to his or their Commiſſions.* Which Proviſion, although it ſeems to have been made in reſpect of that Statute, yet it ſhews what reſpect the King and Queen intended to their Lord High Admiral, their own Admiralty-Juriſdiction in all matters belonging to the Sea, and to the Commiſſion by them granted.

1. & 2. *Phil. & Mar.*

Againſt the Juriſdiction of the Admiral, as is granted by the King, and as it is exerciſed in the Court, it is pretended in general, That it is not agreeable, First, To ſeveral Acts of Parliament. Secondly, To divers Judgments, Book-Caſes, and Judicial Proceedings. To which may be added, the Reſolutions of the Judges upon the Complaint of the Admiral, in Sir *Edward Coke's Articuli Admiralitatis*. All which more eſpecially may be reduced to three Heads.

First,

Firſt, Where the Admiral meddles with Contracts and Writings concerning Sea-buſineſſes made within the Realm.

Secondly, Where he meddles with other things done within the Bodies of Counties; and

Thirdly, With ſuch things as are made or done beyond the Sea.

The Acts of Parliament are, Firſt, The Statute of the 13th. of *Rich.* 2. *chap.* 5. which reſtrains the Admiral from meddling with things within the Realm. Secondly, That of the 25th. of the ſame King, *chap.* 3. which declares, That he hath no Juriſdiction within Bodies of Counties. Thirdly, That of 2 *Hen.* 4. which inflicts Penalties on thoſe who ſue or proceed contrary to that of the 13th. of *R.* 2. Fourthly, That of the 5th. of *Elizabeth*, which is pretended to exclude the Admiral from meddling with things done within Ports and Rivers.

The firſt of theſe, being more general, may in this place be conſidered; the reſt being more particular may, in diſcuſſing of ſome other particular Points to which they are appliable, be examined.

That of 13 *Rich.* 2. *chap.* 5. ordains, that the Admirals and their Deputies ſhall not meddle of any thing done within the Realm, but only of things done upon the Sea, as it hath been uſed in the time of King *Edward* the Third.

Touching this Statute, it may be obſerved what Sir *Edward Coke* delivers out of *Plowden*'s Commentaries, *That the Preamble of a Statute is the Key to open the meaning of the Makers of the Act, and the Miſchiefs which they intended to remedy.* Now in the Preamble of the Statute it is ſuggeſted, that the Admiral had incroached divers Juriſdictions and Franchiſes belonging to the King and other Lords; from whence it may be conceived, that the Parliament intended only to reſtrain him from meddling in his Courts with ſuch things within the Realm, wherein he had incroached upon the Juriſdiction of the King and other Lords, which what thoſe things were, it doth no ways appear; but it cannot be imagined, or reaſonably conceived, that it was intended the Admiral ſhould be debarred from proceeding in Cauſes of Navigation and Negotiation by Sea, which never did belong to any other Courts of the King or other Lords, and were formerly held proper for the Conuſance of the Admiral; and, as things were then ſtated, could not be held Incroachments. *Juriſdiction of Courts, p.* 330.

So much may the rather be ſuppoſed, becauſe the Statute reſtraining him from meddling with things done within the Realm, but only with things done upon the Sea, further adds,, *According to what hath been duly uſed in the time of the noble Prince King* Edward, *Grandfather to the King*; which was King *Edward* the Third.

Sir *Henry Spelman* writes, that ſome Men did conceive *Cauſarum Nauticarum cognitionem, & forum rei maritimæ, quod hodie Curiam Admiralitatis vocant, ſub* Edwardo *Tertio illuxiſſe.* And it is probable, that in that King's time, who did many other glorious things for the Good of this Nation, the Court of Admiralty received ſome Settlement, and grew more conſpicuous than it was before. But the Conſtitutions obſerved by Mr. *Selden*, in the Book of the Admiralty of *Henry* the Firſt, *Richard* the Firſt, King *John*, and *Edward* the Firſt, do manifeſt, that the Court was much more ancient. And Sir *Edward Coke*, to ſhew the Antiquity of the Court of Admiralty to have been long before the time of *Edward* the Third; in whoſe days, he ſays, that ſome had dreamed that it had begun, recites the ancient Record *De ſuperioritate Maris*, before-mentioned. And likewiſe another quoted alſo by Mr. *Selden*, wherein it is ſhewed, that King *Edward* the Third, in the twelfth Year of his Reign, did conſult with all his Judges, *Ad finem quod retineatur & continuetur ad ſubditorum proſequutionem forma procedendi quondam Domini Regis, &c.* that is, *To the end that the Form of Proceedings at the Suit of the Subjects, begun and ordained by his Grandfather King* Edward *the Firſt, and his Council, for retaining and preſerving the ancient Soveraignty of the Sea of* England, *and the Right of the Office of the Admiralty in the ſame, might be reſumed and continued, touching the correcting, interpreting and declaring the Laws and Statutes lately ordained for the maintaining* *Gloſſ. v. Admiral.* *Juriſdiction of Courts, p.* 142. *Ibid.* 144. *Lib.* 2. *c.* 16.

maintaining of Peace and Juſtice amongſt the People of all Nations whatſoever, paſſing through the Engliſh *Seas, and for puniſhing of Offences, and for giving of Satisfaction to ſuch as were damnified; which Laws and Statutes were corrected, declared, interpreted and publiſhed by King* Richard *the Firſt, King of* England, *in his Return from the* Holy Land, *and were intituled Le Ley* Oleron *in the* French *Tongue.*

And it is manifeſt, that the Law was continued all that King's time, in regard that in the 49th. Year of his Reign, the ſelected Sea-men for the Inquiſition at *Quinborough*, in the Concluſion ſay, That touching ſome Buſineſſes propoſed in the Articles of the Inquiſition, they know no better Advice nor Remedy than that which had been formerly uſed and practiſed after the manner which is contained in the Law of *Oleron.*

All which being admitted, and duly conſidered, it may be preſumed, that ſuch Cauſes as did originally by Civil Law, belong to the Admiralty, and what former Kings had anciently ordained for the regulating of the ſame; as likewiſe, ſuch as were agreeable to the matters decided in the Judgments of *Oleron*, and what are contained in the Inquiſition taken at *Quinborough*, in the time of King *Edward* the Third, were within the Conuſance of the Admiralty-Court; and conſequently, the ſame are permitted to be tried and determined in the ſame Court, by the Statute of the 13th. of *Richard* the Second.

Touching the Judgments, Judicial Acts, and Book-Caſes, intended to reſtrain the Admiral of *England* in Exerciſe of his Juriſdiction, as it is granted in the King's Commiſſion, it may be anſwered in general; Firſt, That thoſe Judgments, Judicial Acts, *&c.* are in Cauſes of difference in reſpect of Juriſdiction betwixt the Courts of Common Law and the Admiralty-Court; and it is incident to all Profeſſions, where there is any Competition or Emulation with others, to incline to that which is moſt to their advantage. Secondly, Such Judgments and Book-Caſes have been grounded upon the common underſtanding of the Statutes, without any notice or reſpect to the Laws of the Sea, or the Condition of Maritime Cauſes, the Circumſtances of the Places being the chief Rule by which they have been framed. Thirdly, That many of them, upon due Examination, may be found not ſo concluding as they are pretended; and although much Reſpect and Reverence be due to the Authors, yet we are not bound to believe that their Judgments are infallible. Fourthly, Thar the Judicial Proceeding as Prohibitions, being the Reſults of the former Authorities, they may be weighed accordingly. Laſtly, Touching the main piece, Sir *Edward Coke's Articuli Admiralitatis*, carrying the Reputation of the Reſolutions of all the Judges touching the Matters therein contained, it will appear, that they very much differ from the Conceſſions of the Judges of the King's Bench, 1575. and from the Reſolution of all the Judges the 18th. of *February*, 1632. *ſubſcribed unto by them, in the preſence of King* Charles, *and twenty Lords of his Council.*

The particular Authorities which may be collected out of Sir *Edward Coke's* Notes, to prove that the Admiral of *England* hath no Conuſance of things done within the Realm, but only of things done upon the Sea, are as followeth.

1. That in the 2d. of *Richard* the Second, Hibernici *ſunt ſub Admirallo* Angliæ, *de facto ſuper alto Mari.*

2. that the 7th. of *Richard* the Second, in an Action of Treſpaſs brought for a Ship and Merchandiſes taken away, the Defendant pleaded, that he did take them, *En le haut Mer, ou les Normans que la enemis la Roy*; and it was allowed a good Plea.

3. That *Forteſcue*, who lived in the time of *Henry* the Sixth, ſaith, *Si quæ ſuper altum mare extra Corpus Comitatus in placito coram Admirallo deducantur per teſtes terminari debent.*

4. That *Dyer*, in the time of Queen *Mary*, ſaith, That by the Libel in the Admiralty-Court, the Caſe is ſuppoſed to commence *ſur le haut mer, & intra Juriſdictionem de l'Admiralty.*

To

To theſe Authorities may be anſwered in general; Firſt, That whereas ſome of them ſpeak of *Altum Mare*, the Statute of the 13th of *Richard* the Second hath no ſuch Attribute, but mentions ſimply the Sea.

2. That the ſame Authorities granting that the Admiral hath Juriſdiction on the Sea, do not declare, much leſs conclude, that he hath no Juriſdiction elſewhere: And, as to the Particulars;

1. The Authority of the 2d. of *Richard* the Second, which affirms, that the *Iriſh* were ſubject to the Admiral of *England* for a thing done on the Sea, mentions not for what kind of thing; and happily it might be for ſome Offence againſt the Crown, or againſt the Peace, in offering Violence to the King's Subjects, or the Subjects of his Allies: And in ſuch Caſes it might be underſtood, that he had Juriſdiction over the *Iriſh*, as over the Subjects of *England*, and other Nations, only extending to the high Sea. But it cannot from thence be argued, but that if it were a Buſineſs concerning Navigation, or Negotiation by Sea, he might alſo have had Juriſdiction over the *Iriſh*, as well as over other Perſons; not only *ſuper alto mari*, but alſo in other places elſewhere.

2. The Plea to the Action of Treſpaſs, in the 7th. of *Richard* the Second, might be good, and allowed in two reſpects; Firſt, In regard the thing was done where the Country could take no notice, and therefore no Jury by twelve Men could be had. Secondly, In regard the Ship and Goods were taken from the King's Enemies, againſt whom no Treſpaſs could be committed, becauſe that to offend them any ways was lawful; and in that reſpect the Plea might have been allowed, although the Ship and Merchandiſe had been taken in a Port, or Navigable River.

3. Whereas *Forteſcue* ſays, that things done upon the high Sea, proſecuted before the Admiral, ought to be determined according to the Proofs made by Witneſſes, and no more; Sir *Edward Coke* affirms, That it proves by expreſs words that the Admiralty is confined to the high Sea. *Forteſcue* having given reaſon for Tryals by Jury, when the Neighbourhood of the Country could take notice of the Buſineſs, grants, That for things done in other places, the Law of the Kingdom doth allow of Proofs by Witneſſes; as in Cauſes commenced before the Admiral for things done on the high Sea; and likewiſe before the Conſtable, for things done beyond the Sea. So that it is evident, he doth no more expreſly confine the Admiral's Juriſdiction to the high Sea, than he doth the Conſtable's to places beyond the Sea; it being notorious, that his Juriſdiction extends to Deeds of War, and Arms within the Land; as it will be proved, that the Admiral-Juriſdiction likewiſe to matters of Navigation, and Negotiation by Sea.

4. Touching the Authority of *Dyer*, that by Libel in the Admiralty-Court, the Caſe is ſurmiſed to commence, *Sur la haut mer*, &c. it may be anſwered, that the Libels in the Admiralty ſometimes (as the buſineſs falls out) declare, *Super alto mari & infra juriſdictionem Curiæ*; but ordinarily, Cauſes are laid only *Intra fluxum & refluxum Maris & Juriſdictionem Curiæ*; and generally the Cauſes are no otherwiſe deſcribed, but *A. contra B. in Cauſa Civili & Maritima.*

ASSERT. V.

That the Admiral of England *may hold Conuſance of Contracts, and Writings made at Land, touching Buſineſs of Navigation and Trade at Sea.*

Notes upon Forteſcue, *B.6. p.29. v.557.*

BY an ancient Record in the black Book of the Admiralty (of which Mr. *Selden* takes notice) it appears, that it was ordained by King *Edward* the Firſt, and his Lords, at *Haſtings*, *Que comment divers Seigneurs avoieno francheſes*, &c. *That although divers Lords had divers Franchiſes to try Pleas in Ports, yet that neither their Stewards nor Bayliffs ſhould hold any Plea, if it concerned Merchant or Mariner, as well for matter of Fact, as of Ships, Obligations, and other Deeds.* Which, although it extends only to inferiour Lords, yet it may be ſaid, that it was done in favour of the Admiral's Juriſdiction in ſuch Matters.

Secondly, By Commiſſions from time to time granted by the Kings of *England*, to the Admirals, power is given, *Ad cognoſcendum, &c. to hold the Conuſance of Charter-parties, Policies of Aſſurance, Bills of Bottomry, Bills of Lading, and of Sale of Ships.*

Thirdly, The Cauſes and Suits ariſing by occaſion of Buſineſſes contained in ſuch Writings have in all obſervable times and places been held to be Maritime, and the Conuſance of them hath been allowed to Maritime Courts, as it hath been before fully ſhewed. And it may be further conſidered, that ſuch Contracts and Writings have their Original from ancient Maritime Laws; and are, both in Names and Nature, things foreign to the Laws of this Realm. And ſo much may be gathered from the Order which *Weſt* obſerveth in his Book of Preſidents; where, after the Forms of Deeds and Contracts proper to the Common Law, he handles thoſe which concern Merchandizing and Trade by Sea, as things of a diſtinct and ſeveral nature.

Touching the Particulars; Firſt, Charter-parties ſeem to have been derived from the *Rhodian* Laws; by which it was provided, *Si quis navem conduxerit, inſtrumenta conſignata ſunto; If any Man ſhall hire a Ship, let there be Writings drawn and ſealed thereupon.*

There is likewiſe mention of Charter-parties in the Roll of *Oleron*, and in the *French* later Ordinances, made for the Reglement of the Admiralty of *France*; and it is ſuppoſed, that no mention of them can be found in any Law or Statute of this Realm, until the 32d. of King *Henry* the Eighth, *cap.* 14. where the Conuſance of them is referred to the Admiralty, as it ſhall be hereafter ſhewed. More-

Lex Mercat. p.1. cap.21. over, *Malines* confirms, that anciently in Charter-parties it was expreſſed, *That the Contents thereof ſhould be underſtood according to the Law of* Oleron; and at this time there are Clauſes uſually inſerted into them, enjoyning, That the Merchants, beſides the Payment of Freight, ſhall make Allowance for *Primage*, *Average* and *Petelodmenage*; things no where occurring in the Books of Common Law, and anciently determinable by the Law of *Oleron*.

Secondly, Policies of Aſſurance are grounded upon the Civil Law; which allow-

P.1. cap.14. eth an Action for the undertaking a Hazard which is doubtful, for Reward or Conſideration firſt given, which is commonly called a *Præmio*; they are, of later Civilians, called *Sponſiones Mercatoriæ*, and *Aſſecurationes*; which *Malines* affirms, were taken up in this Kingdom from the Laws of *Oleron*, practiſed on the Sea-Coaſts of *France*; but it is manifeſt, that now they are likewiſe in uſe in *Venice*, *Naples*,

Naples, *Genoua*, *Ancona*, *Spain* and *Portugal*, and in other places where the Affairs of the Sea are regulated by the *Civil*, *the Conſolato*, *and Laws of* Oleron.

Thirdly, Bills of Bottomry, when an Owner, or Maſter of a Ship, to furniſh his Voyage, takes up Money upon extraordinary Intereſt, to be paid when the Ship arrives at the Port appointed, and thereby engages his Ship for the performance of the ſame, are grounded on the ancient *Grecian* and *Roman* Laws. *Julius Pollux*, a learned Expoſitor of Terms, or Words uſed amongſt the *Grecians*, calls a Bill of this kind, ναυτικὸν συγγραφὴν, *quæ de nautico fœnore conſcripta eſt*; of which *nauticum fœnus*, there are ſeveral Titles in the Digeſt and Code of the Civil Law, and the Moneys ſo lent to be tranſported at the hazard of the Lender, in the Civil Law, is called *Pecunia trajectitia*; of which *Salmatius*, *Pecunia trajectitia dicitur, quæ trans mare vehenda accipitur, & uſuræ quæ ex pacto in eam pecuniam præſtantur, Maritimæ, & nauticæ dicuntur.*

D. lib. tit. 2. C. lib. 4. t. 33.

D. Uſuris, c. 2.

Fourthly, Bills of Sale of Ships are made conformable to Maritine Laws; for, as *Weſt*, in his Preſidents, delivers the Form, it is in ſuch Bills of Sale expreſſed and declared, That he that ſells the Ship, binds himſelf, his Executors and Adminiſtrators, the ſaid Ship ſo bargained and ſold, to warrant and defend, againſt all Men, for one whole Year and a Day, *according to the Law of* Oleron, the danger of the Sea, Fire and Enemies only excepted.

Theſe things being conſidered, it may be thought reaſonable, that ſuch Contracts and Writings being grounded upon the Civil Law, the Laws amongſt Merchants, and other Maritime Laws, the Sutes ariſing about the ſame, ſhould rather be determined in thoſe Courts, where the Proceedings and Judgments are according to thoſe Laws, than in other Courts which take no notice thereof.

For the reſtraining of the Court of Admiralty from proceeding in Sutes ariſing from ſuch Contracts and Writings made at Land, although the Buſineſſes therein contained are to be performed at Sea, amongſt the Authorities cited by Sir *Edward Coke*, there may be intended, appliable to this purpoſe, Firſt, The Act of Parliament of the 15th. of *Richard* the Second, *chap.* 15. Secondly, Some Judgments given, and Prohibitions granted in the Courts of Common Law, concerning Cauſes of this ſort, commenced in the Admiralty.

Touching the Statute of the 15th of *Richard* the Second, *chap.* 34. which is the Ground of the main Objections againſt the Admiral's Juriſdiction, it may be conceived, That whereas that of the 13th. Chapter only in general reſtrains the Admirals from meddling with things done within the Realm, and allows them to meddle with things done on the Sea, that is relating to the Sea, this Statute was intended to declare more expreſly, both in what places, and in what matters they ſhould not meddle: And touching the places, in regard *the word Realm, as Sir* Edward Coke *obſerves, in a general ſenſe, extends to the Sea within the King's Dominions, as well as to the Land*, declares the Reſtraint to be only *within the Bodies of Counties:* And it may be ſuppoſed, that he intended a difference betwixt the Bodies, and the Extremities or Bounds of Counties; as the Statute of the 3d. of *Edward* the Firſt makes a difference betwixt *things done within the Shires, and things done within the Marches, and Borders of Shires.* Whence the Statute of the 5th. of *Elizabeth*, *chap.* 5. allows to the Admiral's Juriſdiction, as the main Sea, ſo alſo the Coaſts of the Sea, being no parts of the Bodies of any Counties of the Realm; and in that reſpect, this Statute ſpecially excepts from the Admiral's Juriſdiction, the Conuſance of Wreck of Sea, as happening on the Coaſts or Shoars of the Sea, out of the Bodies of any Counties. So that, as to the place, or Territory of the Reſtraint, this Statute declares it ſtraiter than that of the 13th. of *Richard* the Second.

Comment in Littleton, Sect. 43.

Touching the matters with which the Admiral, by this Statute, is not to meddle within the Bodies of Counties, they are expreſly declared; Firſt, *Contracts, Pleas and Quereles*; that is, Perſonal Actions concerning Contracts. And Secondly, are implied Matters Criminal, and the Proſecution of them.

Touching the Firſt, which concern this Aſſertion, the words are, *That the Court of Admiralty hath no manner of Conuſance of any Contract, Plea, or Quarrel, riſing within the bodies of any Counties; but all ſuch Contracts, Pleas, and Quarrels ſhall be tried, determined, and remedied by the Common Law.* Which words are ſo general, that it is pretended, they ought to be underſtood of all Contracts and Writings whatſoever, even of ſuch as concern Sea buſineſſes, if they be made, or written within the Bodies of any Countries.

Juriſdiction of Courts, p. 330.

In anſwer whereunto, there may be taken into conſideration, a General Rule cited by Sir *Edward Coke*, allowed as he ſays by all Laws, in conſtruction of Statutes, viz. *Quamvis lex generaliter loquatur, reſtringenda tamen eſt, ut ceſſante ratione, & ipſa ceſſet, cum enim ratio ſit anima, vigorque ipſius legis, non videtur legiſlatur id ſenſiſſe, quod ratione caret, etiamſi verborum generalitas prima facie aliter ſuadeat.* And the reaſon of this Statute, as may be gathered from the Preamble, as the Key thereof, was to hinder the Admirals encroaching of divers Juriſdictions, Franchiſes, and Profits pertaining to the King, and other Lords, beſides *thoſe they were wont or ought to have of right*; by which words it is acknowledged, that the Conuſance of ſome matters did formerly belong to that Juriſdiction; And not to diminiſh any of their Ancient and juſt rights in things belonging to the Sea, which are permitted, and allowed to the Admiral, by the Statute of the 15. of *Richard* 2. and unto which neither the King's Courts, nor the Courts of any other Lords had formerly before this Statute any pretence.

Sir *Edward Coke* in his Anſwers to the 1. Objection of the Complaint, 8o. *Jacobi*, ſaith, That the Judges acknowledge, that of Contracts, Pleas, and Quarrels made upon the Sea or any part thereof, &c. the Admiralty hath and ought to have Juriſdiction, and that no Preſident can be ſhewed, that any Prohibition hath been granted for any Contract, Plea, or Quarrel concerning any Marine cauſe made or done upon the Sea. By which words he implies, that although the Admiral had and ought to have Juriſdiction upon the Sea, yet it was only concerning Marine Cauſes, but if a Contract, Plea, or Quarrel were made or done upon the Sea concerning any Terrene Cauſe, or matters concerning buſineſſes of the County, a Prohibition might be granted. Now it may ſeem worthy of Conſideration, whether any Reaſon can be ſhewed why the Courts of Common Law ought to have cognizance of Contracts, Pleas, and Quarrels which concern Terrene Cauſes, or Matters concerning buſineſſes of the County, made or done upon the Sea; Yet if Contracts, Pleas, or Quarrels, which concern Marine Cauſes, or Matters belonging to the Sea, be made or done within the Bodies of Counties, the Admiral ought not to have the like Cognizance, And if no reaſon thereof can be ſhewed, how according to the general Rule which Sir *Edward Coke* delivers touching the Conſtruction of Statutes, the common Interpretation which is made of that of the 15. of *Richard* 2. Chap. 3. by which Contracts, Pleas, and Quarrels ariſing within the Bodies of Counties, are extended to Contracts, Pleas, or Quarrels relating to Marine affairs, can be juſtified, the reaſon of the Rule being, *Cum Ratio ſit anima Legis, non videtur Legiſlator id ſenſiſſe, quod ratione caret, etiamſi Verborum generalitas, prima facie aliter ſuadeat.*

And that the place only, where a Contract is made or written, ſhould alter or transfer the Juriſdiction to the Courts of Common Law, may ſeem very unreaſonable, for the reaſons following.

Firſt, for that Contracts, Pleas, and Quarrels, being things incorporeal, or matters of right, may more properly be ſaid to ariſe from that, from which they are cauſed, or occaſioned, than from the place where they happen to be made, and ſo Contracts, Pleas, and Quarrels occaſioned by the buſineſſes of the County, may be ſaid to ariſe within the Body of the County, and Contracts, Pleas, and Quarrels occaſioned by the buſineſſes of the Sea, may be ſaid to ariſe from the Sea, in what places ſoever they happen to be made, or Written. So it is properly ſaid, *Ex facto jus oritur, & actio oritur ex delicto.* Becauſe the Law reſults from the fact,

fact, and the Action is occasioned by the fault. So where the Jurisdiction of the Admiral of *France*, is said to be, *pour le fait de la Mer*, Mr. *Selden* renders it in Latin, *ob causam aliquam à re maritima ortam*, and *Salmatius* (as before) saith, *usuræ propter pecuniam trajectitiam præstandæ maritimæ & nauticæ vocantur, etsi nummi in terris dantur.* *Artic. 49. De Usuris c. 2.*

Secondly, that the end of a Contract, being to have something performed, and Pleas and Quarrels are occasioned by the non-performance, or ill performance of the same, The place of performance is more considerable, than the place where the Contract was made, or written; So *Ulpian* a famous Roman Lawer saith, *Mulier exigere dotem illic debet, ubi maritus domicilium habet, non ubi instrumentum dotale conscriptum est, nec enim id genus contractus est, ut tam cum locum spectari oporteat, in quo instrumentum dotis actum est, quam locum domicilii, in quem mulier per conditionem matrimonii reditura erat, When a Dowry is to be restored to a Wife, after her Husbands death or divorce, it is not to be estimated, according to the value of things where the instrument or deed of the Dowry was made, but according to the value of the place where the Dowry was to be made good, that is the place, where her Husband lived.* *l. exigere, D. de Judiciis.*

Thirdly, for that if the Question be whether a Maratime Contract were made or no, it may be determined by a Jury of the place, But if the Plea or Sute be (as most commonly it is) whether the Contract be performed, or not performed, it cannot be determined but upon proofs, made from the place of performance, of which the Vicinage to the place where the Contract was made, can take no notice, and therefore it is improbable that the Statute should intend that such Sutes should be tried, discussed, and determined only by the Courts and course of Common Law.

Fourthly, the Common Law is not so strict, but that according to the nature of the business, it allows Jurisdiction to other Courts; For although Promises and Contracts of money, are generally Pleadable in the Courts of Common Law, yet as *Bracton* writes, *causæ de rebus promissis ob causam matrimonii, in foro Ecclesiastico terminari debent, quia cujus juris, id, jurisdictionis, est principale, ejusdem erit accessorium*; And in another place he gives a reason for the same, *quia semper videndum propter quid aliquid fit, vel promittatur.* And again, although Sutes touching Tenures and Services belong to the same Courts of Common Law, yet *Littleton* shews, That if *Tenants in Frank Almain, fail to perform divine Service, the Lord may complain thereof to the Ordinary*; and Sir *Edward Coke* in his Comment thereupon observes, that the *Law doth appoint every thing to be done, by those to whose Office it properly appertaineth, and so saith he, the Law hath remedy for his Divine Service (albeit it issue out of temporal Lands) in foro Ecclesiastico, by the Ecclesiastical Court.* And certainly if what constructions are made of the Law, were made of this Statute, it would be more easily admitted, That a Maritime Contract, although made, or written within the County, should be tried before the Judge of the Admiralty, whose Office it is to determine Maritime causes. *Donatio in Matrimonium.* *Sect. 136.*

Thirdly, For the better discerning of the meaning of this Statute, it is offered to consideration what hath been the sense of Parliaments in preceding and subsequent Statutes; as first in the Statute of the Staple made in the 27 of *Edw.* the 3. in 3 *Chap.* where it is declared, *That the Mayors and Constables of the Staple, shall have Jurisdiction and Conusance within the Towns where the Staple shall be, of all manner of things touching the Staple, which shall be ruled by the Law Merchant, and not by the Common Law of the Land, nor by the usage of Cities, Burroughs, or other Towns, &c.* So that all manner of Contracts and Covenants made betwit Merchant, and Merchant or other, where one party is a Merchant, whether the *Contract be made within the Staple, or without*, the Plaintiff may sue his action or Quarrel before the Justices of the Staple by the Law of the Staple, unless he make choice to sue in some other place of the Common Law; from which may be observed, First, That the Merchants businesses, by the Judgment of the Parliament, were held fitter to be regulated by a special Law, *viz.* the Law-merchant, than by the common Laws or Customes of the Countries. Secondly, That where Contracts or Covenants did

concern Merchandize, or matters belonging to the Staple, it was not thought conſiderable, to point of Juriſdiction, whether the Contract or Covenant were made within or without the precincts of the Staple.

The ſubſequent Statutes are that of the 32 of *Hen.* 8. *chap.* 14. which declares that the Court of Admiralty may hold plea of Charter-parties; and that of the 43 of *Elizabeth*, *Chap.* 12. which hinders the Courts of Common Law from medling with Policies of Aſſurance, which two things are the main matters endeavoured to be maintained by the Statute of the 15 of *Rich.* the 2. to belong to the Conuſance of the Courts of Common Law, becauſe they are uſually made at Land, within the bodies of Counties.

The Statute of the 32 of *Hen.* 8. *Chap.* 14. prohibiting the employment of Foreign Ships, ordained, concerning the Shipping of this Kingdom, *That the Owners, or Maſters make their departure from the Port of* London, *after the Freighting, or Lading of the Ship, as ſoon as wind and weather will ſerve, according to the Charter-party made betwixt the Owner, or Maſter, and the Merchants, without protracting of time, and alſo that they, and every of them to his power, ſhall ſee and provide that all Wares and Merchandiſes, which ſhall be by the ſaid Merchants, and their Servants brought into any Ship or Veſſel, ſhall be honeſtly and in good order ſaved and kept; Provided always, that if any Merchant-ſtranger, or other, find himſelf grieved, or damnified, by negligent keeping of his Wares, or Merchandiſes, or by long delaying, or protracting of time, in making of the Voyage, by the ſaid Owner, his Maſter, or any of the Mariners of the ſaid Ship, otherwiſe than ſhall be agreed in, or by the ſaid Charter-party, not having been letten by wind or weather, he ſhall and may have his remedy by way of complaint, before the Lord Admiral of* England *for the time being, his Lieutenant, or Deputy, againſt the ſaid Owners or Maſters, who ſhall or may ſummarily, and without delay take ſuch order therein, as ſhall be thought to their diſcretions moſt convenient; and according to right and juſtice in that behalf.* It is true, that the Caſes expreſt, are for the Merchants to recover Satisfaction for delay, or damage done to their Goods, according to the Charter-party from the Owners, and Maſters of Ships; and it were very unreaſonable, if the Maſter or Owner having duely performed their Voyage, might not ſeek the like remedy before the ſame Judge againſt the Merchants, not obſerving the Charter-party, either in not Lading their Goods within the time appointed, or not paying the Freight according to agreement in the ſame contained and expreſt, the cauſes being *hinc inde* reciprocal, and it being ſometim[illegible]ld an abſurdity, *Idud quod in uno eodemque judicio terminari poteſt, apud diverſos* [illegible]*s ventilari.*

The Statute of the 43 of *Elizabeth*, *Chap.* 12. de[illegible], *That whereas differences growing upon Policies of Aſſurance had been ordered by ſecret Merchants, approved by the Lord Mayor, who did ſpeedily decide thoſe Cauſes, until that of late years, divers perſons did withdraw themſelves from that arbitrary courſe, and have ſought to draw the parties aſſured, to ſeek their monies of every ſeveral aſſurers by Sutes commenced in her Majeſties Courts, to their great charges, and delay, thereupon it was enacted, that a Commiſſion ſhould be granted, giving power to certain Commiſſioners* (the firſt whereof is the Judge of the Admiralty) *to order and decree ſuch Cauſes, in a brief and ſummary courſe, without formalities of pleadings and proceedings.* *Malines* affirms, that he amongſt others, was one who upon experience of the great inconveniences which followed upon the drawing of thoſe Cauſes, to the Courts of Common Law, ſolicited the Parliament to paſs that Act.

P. 1. *c.* 24.

The Legal authorities which may be conceived to be intended to debar the Admiral from the Conuſance of Contracts, and Writings made at Land, touching things to be performed at Sea, or ſuch as ſhew that ſince the making of the Statute of the 15 of *Rich.* 2. *Chap.* 3. and not before, the Courts of Common Law have admitted, and held Pleas of Charter-parties, of Policies of Aſſurance, and declared ſomething concerning Mariners wages. Touching Charter-parties, it is ſhewed firſt, that in the 31 of *Hen.* 6. an Action was brought upon the Statute, of double damages, by *William Hore* againſt *Jeffery Unton*, who had ſued the ſaid *Hore* in

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the Admiralty for Fourſcore pounds upon a Charter-party of Freightment of a Ship of the ſaid *Jeffryes*, imployed to go towards *Iſland*, in regard, *Contractus ille apud novam Sarum infra Corpus Comitatus, & non ſuper altum mare factus, & junctus fuit*; whereupon damages were aſſeſſed againſt the Defendant to an hundred Marks, and coſts to 40 l.

Again, that in the 28 of *Elizabeth*, in the Kings-Bench, upon a Charter-party, by a Deed indented which was made at *Thetford*, in the County of *Norfolk*, *Evangeliſt Conſtantine* ſued *Hugh Glynn*, for the breach of Covenant, in not ſtaying at *Muttrel* in *Spain*, ſo many days as were limited by the Covenant, whereupon he was condemned in 500 l. and in arreſt of Judgment it being ſhewed, That the iſſue did ariſe out of a place in a Foreign Kingdom from whence no Jury by twelve Men might be had, and that therefore the Tryal was not ſufficient, Sir *Chriſtopher Wray*, and the whole Bench reſolved, that the Plaintiff ſhould recover 500 l. beſides the coſts and damages, becauſe the Charter-party was made at *Thetford* within the Realm.

Concerning Policies of Aſſurance, That in the 38 of *Hen.* 8. in a Caſe betwixt *Crane* and *Bell*, touching a promiſe made at *Dartmouth*, That the Ship ſhould paſs without taking, which was afterwards ſurprized by the *Spaniard* upon the high Sea, it was held not determinable in the Admiralty, for although the taking were upon the Sea, yet the promiſe was upon the Land.

Again, that in the 36 of *Elizabeth*, an Action of the Caſe was brought in the Kings-Bench upon an Aſſumpſit, from a Policy of Aſſurance, where it was undertaken, That a Ship ſhould ſail ſafely from *Melcomb Regis* to *Abbevil* in *France*, the Ship being Arreſted by the *French* King in the River of *Somme*, in the Realm of *France*, and the matter was there adjudged: To which may be added what Sir *Edw. Coke* delivers for Law in *Dowdales* Caſe, *Cum combien le contract comme le performance, &c.* when *as well the Contract as the performance of it, is wholly done beyond the Sea, and it ſo appears, the Tryal fails at the Common Law:* But here, ſaith he, the Aſſumpſit was made at *London*, which is the ground and foundation of the Action, and therefore the Tryal of neceſſity ſhall be there, or otherwiſe it ſhall not be tryed at all; and the Arreſt which is the Iſſue, is not the ground of the Action, but the Aſſumpſit, *&c.*

Touching Mariners wages is, that of the Book of 48 of *Edw.* 3. where it is ſaid, That if a Mariner make a Covenant with one to ſerve in a Ship on the Sea, yet if his wages be not paid they ſhall be demanded in that Court, by the Common Law, *Nemy per ley Mariner.*

To theſe Authorities it may be replyed, in general, but the laſt, are grounded upon the commonly received ſenſe of the Statute of the 15. *Rich.* 2. that the Contract doth riſe only there, where it is made or written, without any reſpect to the nature of the buſineſs, and the occaſion thereof, from whence in truth it doth more properly ariſe; And whereas other Acts of Parliament have in ſome ſpecial points ordained and declared otherwiſe, it may be hoped that it may not be held a Crime unexcuſable, if a Man ſhould doubt of the reaſonableneſs of thoſe Authorities.

Touching the Particulars, As Firſt of the 31. of *Henry* 6. betwixt *Hore* and *Vnton*, wherein double Damages were given for ſuing in the Admiralty Court upon a Charter-party, it is ſaid, that the Sute was upon a Charter-party of Freightment, Fourſcore pounds, It doth not appear it was for the freight of the Ship, although it be moſt probable; and if it were ſo, why the Maſter of the Ship ſhould not as well ſue for his Freight, by virtue of the Statute of the 32. of *Hen.* 8. as the Merchant by virtue of the ſame Statute, might ſue in the Admiralty for damage done to his Goods aboard a Ship, contrary to the Charter-party, without any reſpect to the place where it was made? if no reaſon can be ſhewed, that Judgment may be thought not to have been grounded ſo much upon Reaſon as it was upon the common received Opinion of the meaning of that Statute, as it is therein related, *quia contractus ille apud novam Sarum, factus & junctus fuit.* Touching that of the 28. of *Elizabeth*, whereby

whereby *Glynn* was condemned to *Conſtantine* for breach of Covenant, in a Charter-party, in the ſum of 500 l. it ſeems a Caſe far more reaſonable, though ſomething grievous, becauſe it is not denied, but that a Sute upon a Charter-party may be commenced at the Common Law, upon a penalty, as it ſeems that was for breach of Covenant, in not ſtaying at *Madrill*, ſo many days as were limitted by the Charter-party, Only that is thought no concluding argument, againſt a Sute in the Admiralty for Freight grounded on a Charter-party; But whereas when in the Arreſt of Judgment, it was alledged that the Tryal was not ſufficient, becauſe the the Iſſue did ariſe out of a place in a Foreign Kingdom, from whence no Jury, by Twelve Men might be had, Sir *Edward Coke* ſays, that Sir *Chriſtopher Wray* and the whole Bench reſolved, That the Plaintiff ſhould recover coſt and damages, becauſe the Charter-party was made at *Thetford* in *Norfolk*, within the Realm, it is as much as if Sir *Edward Coke* had ſaid, that whether the ſuggeſtion in the Iſſue, were true or falſe, tryed by a competent, or incompetent Jury; yet if the Sute were brought upon a Charter-party, the Conuſance thereof did belong to the Common Law, and whether the former Judges, had proceeded well or not, was not material; ſo that what is premiſed formerly touching Judgments and judicial Acts, in the firſt Chap. may from this Caſe be excuſed.

And as touching the infinite Prohibitions granted upon Sutes commenced in the Admiralty concerning Charter-parties, there may be ſomething declared and made appear reaſonable hereafter, in another place.

As to the inſtances of Policies of Aſſurance held tryable at the Common Law, although by the Statute of the 43. of *Elizabeth*, it hath been ſhewed, that the Proceedings in thoſe Cauſes at the Common Law, were altogether inconvenient to the Kingdom; yet in regard Sir *Edward Coke*'s Reaſons in *Dowdales* Caſe for the maintaining of Proceedings in ſuch buſineſſes, may be applyed to other matters, to the prejudice of the Admiralty-Juriſdiction, ſomething may be obſerved concerning the ſame, in Sir *Edward Coke*'s Reaſons; As firſt, That the Aſſumpſit is the ground and foundation of the Action; and that the Arreſt, or Imbargo in that Caſe had been no ground of an Action, if there had been no Aſſumpſit, neither could the Aſſumpſit have produc'd an Action, if there had not been an Arreſt. But what was the neareſt and immediate ground of the Action? without doubt, the Arreſt, and what was chiefly in queſtion? not the Aſſumpſit, for it was taken for granted, that that was done in *London*; but it was the Arreſt, which (as it was declared) was in Iſſue; And it is likely that the Common Law which intended a Tryal of the Vicinage, intended it of the thing or matter which was in Iſſue, to be tryed. But he further argues, That the Tryal muſt be of neceſſity where the Aſſumpſit is made, for otherwiſe there could have been no Tryal at the Common Law, which might have ſavour'd of ſome reaſon, If poſſibly there could have been no Tryal in any other Court; but the Cauſe being Maritime, and amongſt Merchants, it might more properly have been tryed in the Admiralty or in the Aſſurance-Court, without a Jury or Tryal of Twelve Men, by Witneſſes, as *Forteſcue* acknowledeth.

Thirdly, touching that of the Book of 48. of *Edward* the 3. where it is ſaid, That if a Mariner make Covenant only to ſerve in a Ship on the Sea, yet if the wages be not paid, they ſhall be demanded in that Court by Common Law, not by the Law Mariner, the occaſion was, that an Action of Debt being brought at the Common Law, upon an Obligation dated at *Harflet* in *Kent*, whereas in truth it was made in *Normandy*, and the conſideration was Service done in War in *France*, thereupon one of the Judges ſaid, That the ſum demanded growing due for Service done in War, the Cauſe ought to be tryed in the Conſtable and Marſhals-Court; Another (as it ſeems willing to retain the Cauſe) ſaid that he hired a Man to go in a meſſage to *Rome*, although the Service were done in another Realm, yet what was due by covenant, might be recovered in that Court; Another ſaid, if a Mariner make a Covenant with one to ſerve in a Ship on the Sea, yet if his wages be not paid, they ſhall be demanded by the Common Law, &c. So that it is plain it was

not

not a Resolution of the Court, but a *fuit dic*, as they say, and one Man's opinion by way of argument to another purpose; And the ground thereof might be, that if it were in Issue whether such a Covenant were made, it might be tryed at the Common Law, but it doth not conclude but that if the Question were, whether the service in the Ship were performed on the Sea, it might more properly be tryed in the Admiralty Court.

For confirmation on this point.

First, To the 4th Request of the Judge of the Admiralty to the Lord Chief Justice of the Kings-Bench, *May*, 12. 1575. *viz.* That the Judge of the Admiralty may have and enjoy the knowledge of the breach Charter-parties made between Masters of Ships and Merchants for Voyages to be made to the parts beyond the Sea, according as it hath been accustomed time out of mind, and according to the good meaning of the Statute of 32. *Hen.* 8. *chap.* 14. though the same Charter-parties be made within the Realm; The Answer is, *This is agreed upon for things to be performed upon, or beyond the Seas, though the Charter-party be made upon the Land, by the Statute of* 32 *Hen.* 8. *chap.* 14.

Secondly, it was agreed unto by all the Judges and Attorney-General before the King and his Counsel, *That if a Sute be before the Admiral, for Freight or Mariners wages, or for breach of Charter-parties for Voyages to be made beyond the Sea, although the Charter-parties happen to be made within the Realm, and although the money be payable within the Realm, so as the penalty be not demanded, a Prohibition is not to be granted.* But if the Sute be for the penalty, or if the Question be made whether the Charter-party were made or not, or whether the party did release, it is to be tryed by the King's Court at *Westminster*; So that at first it be denied upon Oath that a Charter-party was made, or a denial upon Oath tendred, to which it may be added, that it was there further agreed, *That if Sute shall be made in the Court of Admiralty, for building, amending, saving, or necessary victualling of a Ship, against the Ship it self, and not against any party by Name, but such as for his interest makes himself a party, no Prohibition is to be granted, though this be done within the Realm.*

ASSERT. VI.

That the Admiral of England *may hold Conusance of things done in Ports, and Navigable Rivers, as touching Damages done to Persons, Ships, and Goods, Annoyances of the Publick-passage, and unlawful Fishing.*

l. 39. *D. de verb. signif.*

First, it is apparent that Ports, and Navigable Rivers, are places where Maritime businesses and causes of Difference concerning the same, may happen, as well as on the main Sea it self, and in truth are more proper for such affairs, than for any ordinary businesses of the Land, *Portus* (saith *Ulpian*) *est locus conclusus quo importantur merces & exportantur*, and importation and exportation of Goods, do chiefly concern Navigation, and Merchants affairs.

De Dominio Maris lib. 2. *cap.* 18.

Secondly, *Flumina navigabilia*, that is Navigable Rivers, are of the same condition and use, and it is allowed by the Common Law, *that every Water which flows and reflows, is an Arm of the Sea*; and Mr. *Selden* maintains that Navigable Rivers are in the King's special Dominion and Protection, and under the King, within the Jurisdiction of the Admiral: For he shewing the difference betwixt the Admiral of *France*, and the Admiral of *England*, saith, *the Government of Rivers, which are in the Dominion of the King of* France, *belongs not to the Admiral of* France, *but to the special Jurisdiction of those who are called the Presidents or Masters of the Waters, and Forests: For the Publick Rivers, as he affirms, within the limits of that Kingdom, belong wholly to another Office, and not to that of the Admiral, as it doth to the Admiral of* England.

Thirdly, it is evident by the Judgments of *Oleron*, established for Law in the Admiralty of *England*, That many causes are resolved concerning Damages done by one Ship to another, sailing in the River, and for falling foul one upon another in the Port or Habour, as also for loss done to Merchants Goods in the Ports of discharge by miscarriage in the unloading, by reason of unfit coardage and tackling. It may likewise be shewed out of the Inquisition taken at *Quinborough*, that many things done in Ports and Navigable Rivers, are within the Jurisdiction of the Admiralty, as Ship-wrights taking excessive wages, removing of Anchors, cutting of Buoy-ropes, and taking Salmon at unseasonable times, the using of unlawful Nets, the spoyling of Beds of Oysters, the dregging for Oysters and Mussels at unseasonable times, and divers other matters. Against the Admirals Jurisdiction in this respect are pretended likewise Statutes, Book-cases, Judicial Acts, &c. by which it is endeavoured to be proved, That the Admirals Jurisdiction is confined only to the high Sea, and wholly excluded from things done in Ports and Navigable Rivers, which are said to be within the bodies of the Counties of the Realm. The first Statute is that of 15. *Richard* 2. which declares, that the Court of Admiralty hath no manner of Conusance, Power, or Jurisdiction of any Contract, &c. or any other thing rising within the Bodies of Counties, either by Land or by Water; which latter part is so General, and uncertain, that according to the general rule delivered by Sir *Edward Coke*, before-mentioned, *lex generaliter loquens restringenda est*, &c. for by the general understanding of it, as it is most generally understood by the Professors of the Common Law, it doth not only debar the Admiral from the Conusance of those causes, which he is supposed to have encroached to the prejudice of the Courts of Common Law, but also from the conusance of those things, which they

they were wont, or ought to have of right, contrary to expreſs meaning of the Preamble of that Statute, as all thoſe Cauſes which before this Statute did belong to the Admiral by the Roll of *Oleron*, and the Inquiſition at *Quinborough*.

But it may reaſonably and probably be conceived, that the Statute intending to reſtrain the Admirals Juriſdiction, intended by the words, *Other things in general*, ſuch things, about which Actions and Sutes at the Common Law might ariſe, And having before mentioned Contracts, Pleas, and Quarrels, wherein private perſons might have an intereſt by way of perſonal Actions, did afterwards add *other things ariſing within the Bodies of Counties*, intending thereby publick offences, and ſuch as are againſt the Crown, as Treaſon, Murther, Manſlaughter, Mayhemes, Robbery, Treſpaſſes, *vi & armies*, and the like, which interpretation, Firſt is agreeable to the Preamble, which mentions encroachments upon the Juriſdiction, *&c.* pertaining to the King. Secondly, becauſe the Statute ordaining that ſuch things ſhall be tryed, diſcuſſed, and determined by the Laws of the Land, and not before the Admiral; ſeems to intend things, which might be tried either way, as Offences of that Nature, which done on the Sea, might have been tried before the Admiral, and being done on the Land were to be tried in the Courts of Common Law. Thirdly, becauſe the reſervation in the concluſion of the Statute Provides, that nevertheleſs of the Death of man, or Mayheme done in great Ships, being, and hovering in the main ſtream beneath the Bridges next to the Sea, the Admiral ſhall have Conuſance, which being in the nature of an Exception, implies, that the things before mentioned in general, were to be underſtood of Offences, or matters of the ſame nature, and condition.

Sir *Edward Coke* where he cites the Statute of 15. *Rich.* 2. notes, that it was to be obſerved, how curious the makers of it were, to exclude the Admiral from all manner of Juriſdiction, within any Water which lyeth within any County of the Realm; but if his words be conſidered, his curioſity goes far beyond them, for whereas the words of the Statute Anciently and generally have been received, only beneath the Bridges next or nigh the Sea, he renders it only beneath *the Points of the ſame Rivers*, The French word *Pounts*, being eaſily turned into *Points*, which Criticiſm might have the better paſſed, if it might be known what were meant by *Points of Rivers*; we underſtand by *Points of Land*, ſome extreme parts or ends, which in reſpect of the reſt, are of a more accute figure, but Rivers towards the Sea, (which way the Criticiſm looks) grow broader, or wider, far from any Angular acuteneſs; Again, we commonly ſay above, or beneath the Bridge; but if we ſpeak of the extremites, we ſay behither or beyond, within or without the Lands end; beſides, whereas the words in that place are Ships riding in the main Stream of Navigable Rivers, it may be doubted where that main Stream can be found beneath the points of the River.

The former reading of the Statute, *viz. beneath the Bridges*, is agreeable to an ancient Edition of the Statutes at large Printed 1543. above a hundred years ſince; ſo *Raſtals* Abridgment, and *Poultons* Collection of the Statutes, and is ſo received by *Crompton* in his Juriſdiction of Courts, where he writes of the Admiralty, according to the Statutes. It is further confirmed by a Manuſcript Copy of the Statutes in *French*, in the Library of *Merton* College in *Oxford*, in which are theſe words, *Nime meyns de mort de omme, & de mayheme, engroſſes neifs, eſtants & overantes, amy le haut ſio des groſſes reviers tant ſeculament, par-avali des pounts, des meſmes les riviers, & L'n Admiral conuſance.*

The ſecond Statute that may be applied to this purpoſe is that of 5 *Elizabeth*, *Chap.* 5. which relating to divers things made offences by that Statute, ordains, *that all and every of the ſaid offences done on the main Sea, or Coaſts of the Sea, being no part of the bodies of any Counties of the Realm, and without the Precinct, Liberty and Juridiction of the Cinque Ports, and out of any Haven or Pier, ſhall be determined by the Lord Admiral.*

Touching this Statute it may be obſerved, That the end thereof was according to

the Title, for the maintenance of the Navy, and as for a mean to that end, for the imploying of *Engliſh* Shipping, eſpecially for the bringing in of Fiſh, for which purpoſe it provides, That Wedneſdays ſhould be held Fiſh Days; That none ſhall demand toll of Fiſh brought in Subjects Ships; That no Herring unſalted ſhould be bought out of ſtrangers bottoms; beſides, that no Wares ſhould be carryed from Port to Port; and that no Wine, nor Woad ſhall be brought in but in *Engliſh* Ships, of which buſineſſes it might be more fit for the Officers of Corporate Sea-Towns to enquire, than for the Admiral, which the Parliament underſtanding, might without prejudice to his Juriſdiction in other matters except from him touching offences of that kind, the enquiry within Havens and Piers.

Beſides, whereas Sir *Edward Coke* recites the words, *That all ſuch Offences ſhall be tryed before the Admiral*; the words of the Statute are, *before the Lord Admiral of* England, *or his Lieutenant or Deputy or Deputies, and other Juſtices of Oyer and Terminer, according to the Statute of the* 28 Hen. 8. *for Cauſes of Piracy.* So that it concerns not the Admiral in his ordinary capacity, but as he is chief in that Commiſſion. And whereas Sir *Edw. Coke* from this concludes, That by the Judgment of the whole Parliament, the Juriſdiction of the Admiral is wholly confined to the Sea, and Coaſts of the Sea, being no parcel of the County, how ſtrongly ſoever he conceives it, under favour it is no good Argument, to infer from theſe new created offences, of which he is to enquire in an extraordinary way, that he hath no Juriſdiction in other matters, which did formerly belong unto him, eſpecially touching Navigable Rivers, of which in this Statute there is no mention, nor exception.

Moreover, whereas the Judgment of the Parliament in this Statute is ſo confidently urged for the limiting of the Admirals Juriſdiction, it is deſired, that to the points in queſtion, two other Statutes, the one long ſubſequent to that of *Rich.* 2. the other not long preceding that of the 5. of Queen *Elizabeth*, may be taken into conſideration.

The firſt is that of 28 *Hen.* 8. *Chap.* 15. concerning the Tryal of Piracies, and other crimes committed within the Admirals Juriſdiction, wherein it is declared, *That all Treaſons, Felonies, Murthers, Robberies, Confederacies committed in or upon the Sea, or in any other Haven, Creek or place, where the Admiral, or Admirals have, or pretend to have Juriſdiction, ſhall be enquired, tried, heard, or adjudged by the Admiral, and others appointed by the Kings Commiſſion under the Great Seal, in ſuch Shiers and places of the Realm as ſhall be limited in the Commiſſion, as if any ſuch offence had been committed upon the Land*, &c.

The end of this Statute was, that whereas Piracies, and other offences committed within the Juriſdiction of the Admiralty, were formerly tryed according to the Civil Law, and Offenders could be Convicted onely by Confeſſion of the parties, and proofs by Witneſſes, to reduce the Tryal of the ſame to the courſe of the Common Law by a Jury of Twelve men; by which Statute, although the Manner of the Tryal of Offences were altered, yet the Limits of the Admirals Juriſdiction are allowed to extend not onely to the Sea, but to Havens, Creeks and places, where the Admiral, or Admirals have, or pretend to have Juriſdiction. And in the Commiſſion of Oyer and Terminer grounded on that Statute, the places of Offences committed, to be heard and determined before the Admiral, and others, are thus deſcribed, *Tam in aut ſuper mari, aut aliquo portu, rivo, Aqua dulci, Creca, ſeu loco quocunque infra fluxum maris ad plenitudinem, a quibuſcunque primis pontibus verſus mare, quam ſuper littus maris, & alibi ubicunque infra juriſdictionem noſtram Maritimam, aut limites Admiralitatis Regni, noſtri, & Dominiorum noſtrorum:* By which words, not onely power is given to hear and determine Offences in thoſe places; but it is likewiſe declared that thoſe places do belong to His Majeſties Maritime Juriſdiction, and of his Admiralty.

The ſecond Statute is that of the firſt of *Elizabeth, Chap.* 17. made for the preſervation of Spawn and fry of Fiſh, and the remedies thereof, being provided, it is ordained, *That the Lord Admiral of* England, *and the Lord Mayor of* London *for the*

the time being, and all and every other, which lawfully have, or ought to have any conſervation, or preſervation of any Rivers, Streams or Waters, ſhall have power to enquire according to that Act, which plainly ſhews, that the Parliament then conceived, that the Admiral of *England* had power and Juriſdiction to ſome purpoſes in Rivers and Streams, ſalt and freſh, otherwiſe, he had not been named in the firſt place, amongſt thoſe who had right of converſation of the ſame.

The Juriſdiction of the Admiralty as to publick offences and cauſes criminal ſince the Statute of 15 *Rich.* 2. hath been ſo well ſettled by the Statute of 28 *Hen.* 8. that there can be little occaſion of difference touching thoſe matters betwixt the Courts of the Common Law, and the Court of Admiralty; yet Sir *Edward Coke* having unneceſſarily collected many other legal Authorities which may be applied to maintain that by the Common Law the Admirals Juriſdiction did not extend to Ports and Navigable Rivers, it may not be amiſs to examine the grounds and weight of the chiefeſt of them, which may be reduced to two heads; Firſt, ſuch as ſhew that Havens and Navigable Rivers are within the bodies of Counties, and that the Common Law hath held plea of things done in them. Secondly, That the Courts of common Law have puniſhed ſuch as have ſued in the Admiralty Court, for things done in Ports and Navigable Rivers.

Touching the firſt, theſe Authorities might be intended.

Firſt, That in the time of *Edw.* the firſt, a Replevin was brought for the taking of a Ship on the Coaſts of *Scarborough* in the Sea, and carrying her into the County of *N.* The Defendant although he pleaded that the thing was done on the Sea, was over-ruled to anſwer, from whence amongſt other things Sir *Edw. Coke* makes a ſpecial Obſervation, That when the taking of a thing is partly on the Sea, and partly on the Land, the Common Law ſhall have the Juriſdiction.

Secondly, That in the time of *Edw.* 2. It was held, That where one may ſee what is done on one part of the Water, and on the other, it was held no part of the Sea, and that the Coroner ſhall exerciſe his Office in this caſe, and of this the Country may have knowledge.

Thirdly, That in the 43 of *Edw.* the Third, ſixty Acres of Marſh ground over which the Sea did flow and reflow, were adjudged parcel of the Mannor of *Brancaſter*, belonging to the Abbot of *Ramſey*, and by conſequence were within the body of the County to the low Water mark.

Fourthly, That in the 46 of *Edw.* 3. an Action of Treſpaſs being brought in the Kings Court againſt certain Perſons of *Hull*, for taking a Ship in the Haven of the Town, the Mayor and Bailiffs demanded Conuſance by Charter of the King, by which it is granted, that the Citizens and Burgeſſes of *Hull*, ſhould not be impleaded, *Alibi de tranſgreſſionibus infra Burgum, quam infro Burgum*, which was allowed, and the Haven lying within the Burrough, by conſequence was within the County.

How far theſe Authorities conduce to the proof of the head propoſed, may be doubted, but as to the ground of the head it ſelf, which is ſo much inſiſted on, That where the Courts of Common Law have Conuſance, the Court of Admiralty can have no Juriſdiction, under favour it is ſufficient, for in the ſame place ſeveral Courts to ſeveral purpoſes may have diſtinct Juriſdictions, Robberies and divers other Offences committed in Forreſts, are Proſecuted before the ordinary Juſtices, and yet the Juſtice in Eyre concerning vert, Veniſon and other things retains his ſpecial Juriſdiction. In *France* as *Sanction* Writes; the Lords of Mannors adjoyning to Navigable Rivers, have ſeveral Rights of Fiſhing, and other commodities, by the Kings grant or by Preſcription, and if they be diſturbed they may have their remedies, in the Ordinary Courts of Juſtice, but as touching the free uſe of the Rivers in reſpect of Navigation, and that which concerns the Publique, the ſpecial Officers called the Maſters of the Waters, (whoſe Authority in this Kingdom belongs unto the Admiral) have the charge thereof, and if any Impediments be given, or Annoyances done in thoſe reſpects, it belongs to their Juriſdiction and power to reform the ſame.

Juriſdict. of Courts p. 283. *lib.* 2. *de Eaux & Foreſts art.* 1. *cap.* 1.

Touching the particulars, and firſt of that of the Replevin in the time of *Edw.* 1. concerning a Ship taken in the Sea, and brought into a River, and the Defendants being over-ruled to Anſwer, the Reaſon was, as *Berry* the Chief Juſtice ſaid, becauſe the King would have the Peace kept, as well by Sea, as by Land, Mr. *Selden* in his Notes upon *Forteſcue*, recites the caſe more fully and gives another Reaſon, *viz.* That *William Crake de Holtham* was Summoned to Anſwer a complaint of *Robert de Beauſe*, for taking away a Ship of the value of 40 *l.* on the Sea, near *Scarborough*, to which it was pleaded by the Counſel, that the Plaintiff did count or declare of a thing taken on the Sea, out of any County, ſo that if the matter were put in iſſue before the County, it could not be reſolved what Sheriff ſhould Summon the Country, and that the Admiral was appointed by the King to hear and determine Sutes of things done on the Sea, *&c.* Whereunto *Berry* Chief Juſtice of the Common Pleas Anſwered, we have a general Power throughout all *England*, but of the Power of the Admirals of which you ſpeak, we know nothing, neither will we Aſſign our Power to them without Commandment from the King, touching which you ſhew nothing; *Haward* ſaid, The place is ſo near, that if a man had killed one there, he ſhould have been taken, and brought to the Land, and Hanged, as well as if the Fact had been committed on the Land; *Mettinggam* ſaid more, we tell you that we have power of things done on the Sea, as upon the Land, and therefore we order you to anſwer; The Reaſon which Mr. *Selden* gives, was becauſe in thoſe times the Common Law had Conuſance of things done on the Britiſh Sea within the view of the Land, although afterwards it kept its limits, *infra corpus comitatus*, *Leaving the Sea wholly to the Admiral*; So that according to the Verſe, ſometimes applyed by Sir *Edward Coke*, *Judicis officium eſt, ut res ita tempora rerum Quærere*, the Caſe adjudged in the time of *Edw.* 1. can be no preſident for ſubſequent times, when the Admiralty Juriſdiction was better ſettled; and ſo it falls out with Sir *Edw. Coke's* Obſervation upon that Caſe, *viz.* That when the taking of a thing is partly in the Sea, and partly in a River, within the County, the Common Law ſhall have the Juriſdiction, becauſe that in latter times, it hath been reſolved otherwiſe, as in the Mayor of *Harwich* his Caſe, which was, That the Vice-Admiral of *England* having ſeized a Maſt floating on the Sea, cauſed certain Fiſher-men to draw it to ſhore at *Harwich* in *Suffolk*, where the Mayor then claiming Admiralty Juriſdiction, likewiſe ſeized it, for which he being ſued in the Admiralty Court of *England*, moved for a Prohibition; but the Judges were of Opinion that it did belong to the Admiral of *England*, and denied a Prohibition, becauſe the ſeizure at Sea, and drawing to ſhore at *Harwich* was one continued Act; and therefore the drawing it to ſhore at *Harwich*, gave no right to the Mayor of *Harwich*. The like may be gathered from a Reſolution *in communi banco*, 40 *Eliza. viz.* An Inhabitant of *Plymouth*, being Owner of a Ship, joyned in the Furniſhing and Victualling her, and ſent her to Sea, in which imployment the Captain of the Ship by Piracy took a *French*-mans Ship Laden with Salt, and brought her into *Plymouth*, and ſold his Salt to the Owner; whereupon the *French*-men ſued the *Plymouth*-man being Owner, in the Admiralty Court, for the Ships goods, and upon ſuggeſtion that part of the wrong was done upon the Land, a Prohibition was awarded, but after a long debate, a Conſultation was granted, becauſe the firſt wrong was done upon the Sea.

cap. 32. *p.* 31.

Secondly, Touching the Coroners Exerciſing his Office (in the time of *Edw.* 2.) in an Arm of the Sea, where one might ſee what was done on one ſide, and on the other; whereupon *Stanford* concludes that by the Common Law, before the Statute of the 2 *Hen.* 4. (or rather of 15 of *Rich.* 2.) the Admiral had no Juriſdiction, but on the high Sea, which onely Authority, ſaith Sir *Edward Coke*, was ſufficient to over-rule all Queſtions. It may be obſerved what was delivered in the precedent Caſe, concerning thoſe times; and it may be further noted what Mr. *Selden* Writes of the power and Authority of the Sheriffs in thoſe times, *Sæculis priſcis antequam ſummorum Admirallorum authoritas*, &c. *In ancient times before the*

Lib. 2. *c.* 14. *p.* 188.

the Authority of the high Admirals of England *was ſufficiently Eſtabliſhed by our Kings, and ſo diſtinguiſhed, that the Government of the Sea did wholly belong unto them, the Sheriffs had ſome Authority in the Sea adjoyning to the County, which did appear in that they did execute the Kings Precepts upon the Sea, and convey the Kings Ships from one Port to another, through the Seas, which was done about the time of* Hen. *the* 3. *and of* Edw. *the* 1. *but in ſubſequent times, it was never heard of,* poſtquam omnimoda Maris cuſtodia, &c. *after that all manner of guarding the Sea,* &c. *was by our Kings referred to the High Admiral, and to them only and their Deputies, which now belongs unto them by right unqueſtionable.* In which times if the Coroner did Exerciſe his Office, where at this time he cannot, for the reaſon aforeſaid, it may be granted, but no good Argument can be drawn from thoſe times to the times following, when the Admiralty-Juriſdiction was better ſettled.

Thirdly, The Authority of the Marſh Grounds, over which the Sea did flow and reflow, adjudged to be within the Mannor of *Brancaſter* in the time of *Edw.* 3. whence it is concluded to be within the County, is taken up by Sir *Edw. Coke* upon the credit of *Dyer :* But Sergeant *Callis* in his Readings cites the Record in this manner, *Contra Abbot de Ramſey de quodam proceſſu facto, verſus dictum Abbot, ad oſtendendum quare ſexaginta acra Mariſci in manum Domini Regis non debent ſeizari. Et Abbas reſpondet quod ipſa tenet Manerium de Brancaſter quod ſcituatum eſt juxta Mare, & quod eſt ibidem Mariſcus qui aliquando per Fluxum Maris minoratur, aliquando per Fluxum Mardo augetur,* &c. By which it is apparent, that thoſe grounds were claimed by that King, as waſte and floated grounds, and no parcel of the Mannor, which the Abbot did juſtifie, and howſoever they might be part of the County, yet they could not be places concerning which they might grow any Queſtion of Juriſdiction, for although they were ſubject to flowing and reflowing of the Sea, yet they were not either fit for the Sayling, nor arriving of Ships ; and admitting that ſome thing may be inferred from thence to prove that places where the Sea floweth may be within the bodies of Counties, yet it doth not wholly exclude the Admiral from having Juriſdiction, by Sir *Edw. Cokes* Learning, in Sir *Henry Conſtables* Caſe, where he ſheweth, That it hath been reſolved by the whole Court, that the ſoyl over which the Sea doth flow and reflow, *inter le High-water mark,* and the Low-water mark, the Land may be parcel of a Mannor of a Subject, and yet it was reſolved, That when the Sea did flow *ad plenitudinum,* the Admiral ſhould have Juriſdiction of any thing done upon the Water, betwixt the High-water mark, and the Low-water mark, by the ordinary and natural courſe of the Sea, and when the Sea doth reflow the Land may appertain to a ſubject, and then any thing done upon the Land ſhall be Tryed at the Common Law, for it is then parcel of the County, whereupon he makes an Obſervation, That beyond the Low-water mark the Admiral always hath Juriſdiction, and betwixt the High-water mark, and the Low-water mark, the Common Law, and the Admiralty have *diviſum impertum* interchangeably, and why the ſame ſhould not hold as well in Arms of the Sea, as in the open Sea, may deſerve ſome conſideration.

Fourthly, The allowance of the Common Law, of the Haven of *Hull* to be within the *Burrough,* in reſpect of an Action of Treſpaſs determinable at the Common Law, for the Reaſons before ſhewed in general, it doth not hinder but that in the ſame place if damage be done by one Ship to another, remedy may be given according to the Judgments in the Roll of *Oleron,* and ſo in reſpect of the place, though not of the cauſe, the Common Law, and the Admiralty may have *conjunctum imperium* occaſionally.

Secondly, There remain thoſe Authorities which ſhew that the Courts of Common Law have puniſhed, and reſtrained ſuch as have ſued in the Admiralty for things done in Havens and Navigable Rivers, as by actions of double Damages, Premunires, and Prohibitions.

Touching the firſt it is related, That 6 *Hen.* 6. *John Burton* in the Common Pleas recovered againſt *Bartholomew Putt,* for double damages 1400 *l.* for that the ſaid

ſaid *Putt* had ſued *Burton* in the Admiralty for entring and taking aw ay three Ships with Merchandizes and Priſoners, with force of Arms, *Super Altum mare*, whereas the taking thereof was in the Haven of *Briſtol*, *intra corpus Comitatus*.

Again, That the like Action 12 of *Henry* 6. was brought by *Robert Cupper*, againſt *John Reyner*, who had ſued him in the Admiralty Court for entring his Ship in the Haven of *Tarmouth*, *infra Corpus Comitatus Norf.*

Secondly, concerning Premunires, it is ſaid, That 38 of *Hen.* 6. one was brought by *John Caſſy*, againſt *Richard Beauchamp*, and *Thomas Paunce*, for that they ſued him in the Admiralty Court for taking away certain *Jewels ſuper Altum mare*, whereas he took them *apud Stratford-Bow infra corpus Comitatus Middleſexiæ.*

Again, That in the 9 of *Hen.* 7. a Premunire was brought for a Sute in the Admiralty Court for taking and carrying away, *Quandam naviculam apud Horton Key, at South Lynn*, ſuppoſing the ſame to have been done *ſuper altum mare.*

It cannot be denied but that theſe Authorities eſpecially contain *forcible Arguments*, and fit to fright men from ſuing in the Admiralty Court, but how *reaſonable*, it may be conſidered.

Touching the Action of double Damages, in the leading Caſe of *Burton* againſt *Put*, the point of Iſſue was (as it may be ſuppoſed) whether the thing done in the River of *Briſtol*, were done within the Body of the County, and Eight Terms (as Sir *Edw. Coke* relates) were ſpent in deliberation of the Caſe, which argues that the Judges could not eaſily agree upon the ſame, and happily the Reaſon was, becauſe the Statute of *Henry* 4. for double Damages, relates onely to that of the 13 of *Richard* the 2. *chap.* 5. and the Action was layed upon that of the 15 *Richard* the 2. *chap.* 3. Touching things done within the Bodies of Counties, it being not proper to extend a penal Law from one Statute to another ; and how rightly it was ſo adjudged, may be better conſidered ; and it may be thought upon, why that being a leading Caſe, and having received ſo long deliberation, the Reaſons of the Reſolutions of the Judges are no way publiſhed.

It may be farther noted as to our purpoſe, that the taking of Ships in the Haven of *Briſtol* was done with force of Arms, which made it more than an ordinary buſineſs, of which the Admiral claimeth the Conuſance in ſuch places, but was of the condition of thoſe matters which belong unto him onely upon the Sea; the other Caſes of double Damages, for ought appears to the contrary, might be for matters of Treſpaſs, committed likewiſe by Force and Arms.

Touching Premunires brought for ſuing in the Admiralty Court, Sir *Edw. Coke* ſaith, That they being brought upon the Statute of the 16 of King *Rich.* 2. for ſuing in *Curia Romana aut alibi*, are ſo evident, and of ſo dangerous a conſequence, as no application ſhall be made thereof. And for the dangerous conſequence it is moſt true, for that the penalty intended in that Statute extends to the Impriſonment of the Perſon during pleaſure, and the loſs of all his Goods, and of the profits of his Lands during Life ; and for the application which he forbears, it may be conceived that his meaning was that the Admiral, or his Judge might be made liable thereunto; but for the Evidence that by *Curia Romana aut alibi*, the Court of Admiralty ſhould be underſtood, under his favour it is not ſo clear ; nor if the Statute be well conſidered, can it with any Reaſon be maintained, the word *Alibi*, or elſewhere in that Statute was in truth intended of *Avignion* in *France*, or ſome other place, to which the Pope and his Court in thoſe times did uſually remove; and that Statute being intended to exclude the Foreign Authority of the Pope, it might be thought neceſſary to debar the People of this Kingdom from having intercourſe to the Popes Conſiſtory, whether at *Rome* or any where elſe ; and when the Popes Authority and his Laws were in force in this Kingdom, and no way depending upon the Crown, the word *Alibi*, or elſewhere, was held to extend to Biſhops Courts, if they medled with Temporal Cauſes belonging to the Kings Courts, eſpecially if they took upon them to reverſe, or diſparage

Judgments

Judgments given in the Courts of Common Law; but how the word *Alibi* ſhould be applyed to the Kings Court of Admiralty, never relating to any Foreign Power, and proceeding onely by thoſe Laws which are allowed by the King to be in force in that Court, it is a Miſtery beyond any ordinary imagination. It may be further Noted, that although it be ſaid that the two Premunires were brought upon ſuch occaſions, yet it doth not appear that any Judgement was given upon any of them.

Laſtly, For confirmation and concluſion of this Point; it may be added, that before the King and his Council it was likewiſe agreed unto by all the Judges, *That the Admiral may inquire of, and redreſs all Annoyances and Obſtructions in Navigable Rivers beneath the firſt Bridges, that are any Impediment to Navigation and Paſſage to and from the Sea; and alſo try all perſonal Contracts and Injuries done there which concern Navigation upon the Sea, and that no Prohibition is to be granted in ſuch Caſes.*

ASSERT. VII.

That the Admiral of England *may hold Plea of Contracts, and other things done beyond the Sea, relating to Navigation and Trade by Sea.*

B. b. p. 3. & *p.* 157. TO maintain that the Court of Admiralty may hold Plea of Contracts, and other things done beyond the Sea; It is alledged, Firſt, That by the Ordinance made by King *Edward* the Firſt, and His Lords, at *Haſtings*, which is extant in the Antient Book of Admiralty, it was Ordained that *Charum Contract*, &c. *That every Contract made between Merchant and Merchant, or betwixt Merchant and Mariner beyond the Sea, or within the flood-mark, ſhall be Tryed before the Admiral, and no ways elſewhere.*

Secondly, It may be taken into conſideration, That ſuch buſineſſes amongſt Merchants and Seamen, are to be determined according to the *Civil Law, and equity thereof*, as alſo according to the Cuſtoms and uſages of the Sea; Mr. *Selden* in his Notes upon *Forteſcue*, obſerves out of *Bartolus*, *Quod in Curia mercatorum debet judicari ex æquo & bono, omiſſis juris ſolennitatibus*, which the Admiralty Judges may, and do Obſerve, but the Courts of Common Law hold they muſt do otherwiſe. *Malines* relates an inſtance of a Merchant-ſtranger, who having ſold Commodities to three ſeveral Merchants of *London*, took one Bond of them all for the payment of 300 *l.* and one of them breaking, and being Impriſoned, he was contented to Compound with him for the fifth part of his Debt, or for 20 *l.* in lieu of a 100 *l.* conceiving him as a third party to be liable for no more; and having received that ſum, gave him a Releaſe, and afterwards the two other parties neglecting to pay him their parts he was adviſed to Sue them at the Common Law, where he was given to underſtand, That if a man Releaſe one of his Debtors, who is bound with others, by way of acquittance, they are all Releaſed and acquitted thereby, which was contrary to the Rule of Equity, and that ſimplicity and juſt dealing which is expected amongſt Merchants, which do not admit that a mans action ſhould operate beyond his intention, and that a favour yeilded to one in neceſſity, ſhould not extend further to his prejudice, in reſpect of thoſe which were in better condition.

P. 1. *c.* 13.

Thirdly, to the like purpoſe, it is obſerved, that in Contracts and Bargains, betwixt ſuch Perſons, thoſe Solemnities are not required which are neceſſary in Deeds at the Common Law, as of Signing, Sealing and Delivering, to make their Bills and Obligations of force, and the bearers of ſuch Bills according to the courſe of Merchants, ſhall be admitted to demand, and recover without Letters of Attorney.

P. 1. *c.* 13.

Fourthly, It is conſiderable, that Inſtruments made beyond the Sea, have uſually Clauſes relating to the Civil Law, and to the Law of the Sea. *Malines* ſhews, That when two or three take up Mony at Intereſt, and all bind themſelves as Principals, generally according to the Civil Law and cuſtome of Merchants, every Perſon is bound, but for his own part, and therefore, where it is intended, that for the better ſecurity, every man ſhould be *bound in ſolidum*, in the Inſtrument of the Contract, there is a Declaration and Renunciation made *of all Priviledges, and eſpecially of thoſe which are called, Exceptio diviſionis, & ordinis excuſſiones, and beneficii Epiſtolæ divi Adriani.* In *Weſts* Preſidents concerning Merchants Affairs, there are the like forms, as where a man *obligat ſe hæredes & Executores ſuos, omnia bona mobilia*

&

& immobilia, præſentia & futura, tam ultra quam citra mare, ubicunq; exiſtentia, renuncians omnibus & ſingulis exceptionibus, &c. and amongſt the reſt he declares the form of a general Procuration to ſue for Debts in a Foreign Country, wherein it is ſpecified that power is given *ad Libelles, Petitiones, &c. articulos dandum, datiſque reſpondendum, ad Lites conteſtandum, & de calumnia vitanda juramentum, in animam conſtituentium præſtandum*; all which are as ſtrange to the Law of this Land, as the places from whence they proceed.

Fifthly, For that, as *Forteſcue* affirms, Contracts and Bargains made amongſt ſtrangers in another Realm, muſt be proved (otherways than in the Courts of Common Law) by Witneſſes, which, ſaith he, cometh to paſs, becauſe in thoſe parts there be no Neighbours, by whoſe Oaths Juries of Twelve Men may be made, as in Contracts and other caſes ariſing within the Realm, is accuſtomed to be done.

To avoid the Admiral's Juriſdiction in holding Pleas of Contracts, or things done beyond the Sea, Sir *Edward Coke* affirms, That Bargains and Contracts ſo made, wherein the Courts of Common Law cannot adminſter Juſtice, did belong to the Conſtable and Marſhall, for the Juriſdiction of the Admiral is wholly confined to the Sea, which is out of any County; Whence it may be gathered, That as to this point he intends for Authorities the Statutes of the 13th of *Richard* the Second, which ſets forth the Juriſdiction both of the Conſtables and Marſhals Court, as alſo of the Court of the Admiralty.

That concerning the Conſtable and Marſhal, is as far from the purpoſe, as it was from Sir *Edward Coke*'s Thought to give any addition of Power to that Court. The Act declares, *That to the Conſtable and Marſhal it belongs to have Conuſance of Contracts, and Deeds of Arms out of the Realm*; whence it is inferred, That therefore out of the Realm, the Admiral ſhall have no Conuſance of Contracts, or matters concerning Navigation, and Trade: It may be better argued from the Act, That as the Parliament allowed to the Conſtable and Marſhal, Juriſdiction in Cauſes of Arms, and War, ariſing both within and without the Realm, which cannot be determined by Common Law, ſo it did intend Cauſes of Navigation and Trade ariſing either within or beyond the Seas, to be tryed by the Admiral, The Nature and Quality of the buſineſs, more conducing to the point of Juriſdiction, than the Circumſtances of the place where it happens; The Statute which allows the Admiral to meddle with things done upon the Sea, by Sir *Edward Coke's* leave, doth not confine his Juriſdiction to the Sea, in reſpect of any place beyond the Sea, It is rather pretended to debar him from medling with things done within the Realm, which notwithſtanding, it being formerly ſhewed, that the Admiral may hold plea of Maritime Cauſes ariſing from Contracts made within the Land, it may be leſs needful to labour to prove that it doth not hinder him from taking Conuſance of Sutes concerning Navigation and Trade, ariſing from Contracts made and buſineſſes done beyond the Sea.

The other Authorities which may be callected, to prove how the Admiral hath no Juriſdiction of things done beyond the Sea, are a Writ in the Regiſter, and *Fitz Herbert*, and a number of Prohibitions.

That of the Regiſter is, If Goods be taken from an Engliſh-man in *Spain*, or beyond the Sea, and the party cannot obtain Juſtice there, he ſhall have a Writ of the Sheriff to arreſt the Bodies offenders, and to ſeize their Goods to the value, which proveth, ſaith Sir *Edward Coke*, that the Admiralty cannot hold Plea thereof, for that the party hath remedy at the Common Law; That Argument is as good, as if he had ſaid, There lies a Writ of Withernam at the Common Law, therefore no Letters of Repriſals can be granted in the Admiralty. It ſtands with great reaſon, that if a Subject be ſpoiled of his Goods in another Realm, and can have no remedy there, that the party, or the Goods belonging to him, being found within the Juriſdiction of the Common Law, they ſhould be made liable to ſatisfaction; And why ſhould it be thought unreaſonable, that upon the like occaſion, if the party, or his Goods be found within the Juriſdiction of the Admiralty, the Sub-

ject ſhould have remedy there? By this Authority concerns not Contract, or Bargains made beyond the Sea.

Beſides, how far this Writ agrees with the Common Law, it may be conſidered, in regard, Mr. *Selden* writes, in *Tribunalibus noſtri Juris Municipalis, &c.* in our Courts of Common Law, the Juriſdiction hath been ever held to be ſuch, that according to the ſtrict Laws antiently practis'd, an Action could not be brought upon a buſineſs, hapning elſewhere, than within the Kingdom, as for many Ages ſince it hath been held, that the Action ought to be rejected, unleſs the ground of it be ariſing for ſomething done within the Body of a County: And Sir *Edward Coke* recites divers authorities, by which the ſame is maintain'd as agreeable to the Common Law. But this Law, he allows, where the things were totally done out of the Realm, and Implies, that it is otherwiſe, where the Contract is made one Realm, and the Performance ought to be in another, for then (ſays he) as to the preſent purpoſe of neceſſity, the Conuſance muſt be where the Contract was made, for otherwiſe there can be no Tryal had at the Common Law, and that it is moſt reaſonable that it ſhould be ſo, becauſe the Contract is the ground and foundation of the Debt; But now in caſe a Contract be made in *partibus exteris & tranſmarinis*, whereby payment or performance is to be made within the Realm, notwithſtanding the Contract be the ground and foundation, yet the Juriſdiction follows the place of payment and performance, and no doubt for the ſame reaſon, becauſe otherwiſe there could be no pretence for a Tryal at the Common Law, ſo that the Rule is framed to the building, and not the building to the Rule.

The laſt Argument is, That divers Prohibitions have been granted upon Sutes brought in the Admiralty, for things done in *partibus exteris & tranſmarinis*, and the firſt is as ancient as the 36th of *Henry* the Eighth. But upon what Contracts, buſineſſes, or occaſions thoſe Sutes were grounded and commenced, it is not ſpecified; And to conclude this point as the former, Firſt, the third requeſt of the Judge of the Admiralty in the year 1575. (*viz.*) That the Judge of the Admiralty according to ſuch ancient Order made by King *Edward* the Firſt, and his Council, and according to the Letters Patents of the Lord Admiral for the time being, and allowed of other Kings of this Land ever ſince, and by Cuſtom time out of memory of Man, may have Cognition of all Contracts and other things ariſing as well beyond, as upon the Sea, without let or prohibition; The Anſwer is, *That it is agreed upon by the Lord Chief Juſtice and his Collegues.*

Secondly, All the Judges before the King and his Council *Octavo Caroli* agreed, That if Sutes ſhall be commenced in the Court of Admiralty for Contracts made, or other things done beyond the Sea, or upon the Sea, no Prohibition is to be awarded.

Concerning the Conceſſions of the Judges of the Kings-Bench, and the Reſolutions of all the Judges alledged for the Confirmation of the precedent Aſſertions, it may be noted, That touching the former, by them are intended certain Anſwers of the Chief Juſtice and other Judges of that Bench, to the Requeſts of the Judge of the Admiralty in the Year 1575. of which mention is made in the complaint of the Admiral, Objection 7. wherein it is ſet forth, That the Agreement made in *Anno Dom.* 1575. between the Judges of the Kings-Bench, and the Court of Admiralty, for the more quiet and certain Execution of Admiral-Juriſdiction, was not obſerved, to which Sir *Edward Coke* anſwers, that that ſuppoſed Agreement had not been delivered unto them, but having heard the ſame read before His Majeſty (out of a Paper not ſubſcribed with the hand of any Judge) they anſwer, that for ſo much thereof as differs from their preſent Anſwers, it was againſt the Laws and Statutes of the Realm, and therefore the Judges of the Kings-Bench never aſſented thereunto, as it is pretended, neither doth the phraſe thereof agree with the Terms of the Laws of the Realm.

It it is not probable that Dr. *Dunn*, then Judge of the Admiralty, would have produced ſuch an Agreement to the Judges before the King, but that he had ſome ground,

ground for the ſame, which being ſuppoſed, it may as well infer that thoſe Conceſſions were agreeable to the Laws and Statutes of the Realm, becauſe thoſe Judges did aſſent unto them, as that they did not aſſent becauſe they were not agreeable to the ſame; And it may as well be doubted, whether thoſe things wherein thoſe Anſwers at time did differ from the Reſolutions of all the Judges in the 8th of King *Charles*, were agreeable to the Laws and Statutes of the Realm, as it is confidently affirm'd, that wherein thoſe Conceſſions did differ from thoſe Anſwers were againſt the ſame, wherein the phraſe of the Requeſts and Anſwers is not agreeable to the terms of the Common Law, is not ſo much conſiderable, as how the matters therein contained may conſiſt, both with Law and Equity; and to that end it may not be amiſs to recite them, as they are extant in ſeveral Manuſcripts in which are collected things of thoſe times remarkable, both concerning the Eccleſiaſtical Courts, and the Courts of Admiralty, as followed. 8. *Carol.*

12. *of May*, 1575.

The Requeſts of the Judge of the Admiralty to the Lord Chief Juſtice of her Majeſties Bench, and his Colleagues, with their Anſwers to the ſame. *Sir* Chriſtopher Wray, *L. Chief Juſtice*, *Dr.* Davy Lewis, *Judge of the Admiralty.*

That after Judgment or Sentence given in the Court of Admiralty, in any Cauſe or Appeal made from the ſame to the high Court of Chancery, it may pleaſe them to forbear the granting of any Writ of Prohibition, either to the Judge of the ſaid Court, or to her Majeſties Delegates, at the ſute of him by whom ſuch Appeal ſhall be made, ſeeing by choice of Remedy in that way, in reaſon he ought to be contented therewith, and not to be relieved any other way. 1 *Requeſt.*

It is agreed by the Lord Chief Juſtice and his Colleagues, that after Sentence given in the Delegates, no Prohibition ſhall be granted. And if there be no Sentence, if a Prohibition be not ſued for within the next Term following Sentence in the Admiralty-Court, or within two Terms after at the fartheſt, no Prohibition ſhall paſs to the Delegates. *Anſwer.*

That Prohibitions hereafter be not granted upon bare Suggeſtions or Surmiſes, without ſummary Examination and Proof thereof, wherein it may be lawful to the Judge of the Admiralty, and the party defendant to have Counſel, and to plead for the ſtay thereof, if there ſhall appear cauſe. 2 *Requeſt.*

They have agreed that the Judge of the Admiralty, and the party defendant ſhall have Counſel in Court, and to plead to ſtay, if there may appear evident cauſe. *Anſwer.*

That the Judge of the Admiralty according to ſuch an ancient Order, as hath been taken by King *Edward* the Firſt, and his Council, and according to the Letters Patents of the Lord Admiral for the time being, and allowed by other Kings of the Land ever ſince, and by Cuſtom time out of memory of Man, may have and enjoy cognition of all Contracts, and other things, riſing as well beyond, as upon the Sea, without let or Prohibition. 3 *Requeſt.*

This is agreed upon by the ſaid Lord Chief Juſtice, and his Colleagues. *Anſwer.*

That the ſaid Judges may have and enjoy the knowledge of the breach of Charter-parties, made betwixt Maſters of Ships and Merchants for Voyages to be made to the parts beyond the Sea, and to be performed upon, and beyond the Sea, according as it hath been accuſtomed time out of mind, and according to the good meaning of the 32d. of *Henry* 8. *chap.* 14. though the ſame Charter-parties be made within the Realm. 4 *Requeſt.*

This is likewiſe agreed upon, for things to be performed, either upon, or beyond the Sea, though the Charter-party be made upon the Land, by the Statute of the 32d. of *Hen.* 8. *cap.* 14. *Anſwer.*

That Writs of *Corpus cum Cauſa*, be not directed to the ſaid Judge, in Cauſes of the nature aforeſaid, and if any happen to be directed, that it may pleaſe them to accept of the Return thereof, with the Cauſe and not the Body, as it hath always been accuſtomed. 5 *Requeſt.*

Anſwer. If any Writ of this nature be directed in the Cauſes before ſpecified, they are content to return the Bodies again to the Lord Admiral's Goal upon certificate of the Cauſe to be ſuch, or if it be for contempt or diſobedience to the Court in any ſuch Cauſe.

Touching the Reſolutions of all the Judges, 8. *Caroli*, it may be conſidered, That in the preſence of the King's Majeſty, and Twenty three Lords, and others of his Majeſties Council, they were ſubſcribed unto by all the Judges, (viz.) *Thomas Richardſon*, *Robert Heath*, *Humphrey Dawenport*, *John Denham*, *Richard Hutton*, *William Jones*, *George Crook*, *Thomas Trevor*, *James Weſton*, *Robert Barkley*, *Francis Crawly*, and alſo by *Henry Martin* Judge of the Admiralty, and *William Noy* the Attorney General, and the Tranſcript thereof was ordered to be Entred in the Regiſter of the Council Cauſes, and the Original to remain in the Council Cheſt, 18. *Feb.* 1632.

Sir *Edward Coke*, concerning the Anſwers and Reſolutions of the Judges, to thoſe things which he calls *Articuli Cleri*, 3. *Jacob.* ſaith, That although they were not enacted by the authority of Parliament, as the Statute of *Articuli Cleri*, in the 9th of *Edward* the Second, was, yet being reſolved unanimouſly, by all the Judges of *England*, and the Barons of the Exchequer, they are for matters of Law, of higheſt authority, next unto the Court of Parliament; And it may be thought that theſe reſolutions of all the Judges touching the Juriſdiction of the Admiralty, ought to be of no lower eſteem, the rather for that the unanimity of all the Judges to the former, muſt be taken upon the credit alone of Sir *Edward Coke*, but as to the latter, the Evidence thereof doth appear by the joynt ſubſcriptions of all before named, which is likewiſe atteſted by Sir *George Crook*, who was one of them, who in his Reports of *Hillary* Term 8. *Caroli*, under the title of Reſolutions upon Cauſes of Admiral-Juriſdiction, writes that it was agreed, as followeth.

Firſt, If Sute ſhould be commenced in the Court of Admiralty, for Contracts or other things perſonally done beyond the Sea, no Prohibition is to be awarded.

Secondly, If Sute be before the Admiral for Freight, or Mariners wages, or for breach of Charter-parties, for Voyages to be made beyond the Seas, though the Charter-party happen to be made within the Realm, ſo as the Penalty be not demanded, a Prohibition is not to be granted; But if the Sute be for Penalty, or if queſtion be made, whether the Charter-party be made or no, or whether the Plaintiff did releaſe, or otherwiſe diſcharge the ſame within the Realm, this is to be tried in the Kings Courts, and not in the Admiralty.

Thirdly, If Sute be in the Admiralty, for building, amending, ſaving, or neceſſary Victualling of a Ship, againſt the Ship it ſelf, and not againſt any party by name, but ſuch as for his intereſt makes himſelf a party, no Prohibition is to be granted, though this be done within the Realm.

Fourthly, although of ſome Cauſes ariſing upon the *Thames* beneath the Bridge, and divers other Rivers beneath the firſt Bridge, the Kings Courts have Conuſance, yet the Admiral alſo hath Juriſdiction there, in the point eſpecially mentioned in the Statute of the 15th of *Richard* the Second, and alſo by Expoſition, and Equity thereof, he may enquire of, and redreſs all Annoyances and Obſtructions, that are or may be any Impediment to Navigation, and paſſage to or from the Sea, and alſo to try perſonal Contracts, and Injuries done there which concern Navigation on the Sea, and no Prohibition is to be granted in ſuch caſes.

Fifthly, If any be impriſoned and upon *habeas Corpus* brought, it be certified, that any of theſe be the cauſe of his Impriſonment, the party ſhall be remaunded.

Subſcribed the 4. *Feb.* 1632. by all the Judges of both Benches.

Sir *George Crook*'s Reports being publiſhed by Sir *Harbotle Grimſton*, are approved and allowed as for the common benefit, by the Judges then being, (viz.) by *John Glynn*, *Oliver St. John*, *Edward Atkins*, *Robert Nicholas*, *Matthew Hales*, *Hugh Windham*, *Peter Warburton*, and *John Parker*.

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It may be preſumed, that what ſo many perſons, Eminent both for their Place, and alſo for their knowledge of the Laws and Statutes of the Realm, did ſo deliberately and cautiouſly reſolve upon, and others of like quality have countenanced, ought to be received and reſpected as ſufficient Authorities, as to thoſe points whereof they did declare their Reſolutions, notwithſtanding the confident Opinions of any others, either private, or ſingular perſons, to the contrary: And that the King's Majeſty and his Councils approbation being added thereunto, ſhould be of force enough to ſettle all doubts and differences concerning the ſame, the rather, for that antiently (as before is ſhewed) the Kings of *England*, with their Council only, have made Conſtitutions concerning the Admiralty, and that in point of Juriſdiction, and it is apparent by the ancient Record, cited both by Mr. *Selden*, and Sir *Edward Coke*, That the moſt famous Prince, King *Edward* the Third (in whoſe time the Admiralty received its chief eſtabliſhment) in the Twelfth Year of his Reign, did conſult and adviſe with his Council, and his Judges concerning the ſame; And it may ſeem ſtrange, that whereas by the Statute of the 13th of *Richard* the Second, (whoſe Acts are inſiſted upon as the greateſt obſtructions to the Admirals Juriſdiction) the King's Council alone are enabled to decide, what belongs to the Conſtables and Marſhals Juriſdiction, the King himſelf with his Council and Judges, ſhould not have as much power to determine what belongs to the Juriſdiction of his Admiral. *Stat.* 1. 6. 2.

ASSERT

ASSERT. VIII.

That the Courts, and Judges of the Common Law, do intermeddle, and interrupt the Courts of Admiralty in Cauſes properly belonging to the ſame.

HItherto it hath been Endeavoured to be made appear, That the Proceedings in the Courts of Admiralty, in the chief points in difference with the Courts of Common Law, may conſiſt with the Laws and Statutes of the Realm; It may now be taken into Conſideration, how far the Proceedings of the Courts and Judges of the Common Law, in intermedling with Cauſes properly belonging to the Admiralty, and in obſtructing the Proceedings of that Court, may be juſtified; By the former, is intended their drawing of ſuch Cauſes by actions of Trover, and of Treſpaſs, to their Conuſance, by the latter their diſparaging of Stipulations, and preſcribing the forms of Libels in ſuch Cauſes.

The former may the rather be inſiſted upon, in regard Sir *Edward Coke* doth ſo often, and ſo earneſtly in general enveigh againſt the encroaching of the Court of Admiralty upon the buſineſſes belonging to the Courts of Common Law, and in particular where he chargeth, That in the bleſſed time of Peace, thoſe who belong to that Court, wanting buſineſſes proper to that Juriſdiction, do encroach upon matters belonging to the King's Courts, leſt they ſhould ſit idle, and have nothing to do; the like practice of encroaching being far more unexcuſable in thoſe, who belong to the King's Courts, which do always abound with buſineſſes ſufficient for the ſame.

Concerning the Actions of *Trover*. Amongſt the grievances complained of by the Admiral, 8. *Jacob*. It is preſented in the firſt place, That whereas the Conuſance of all Contracts, and other things done on the Sea, belonging to the Admiral's Juriſdiction, the ſame are made tryable at the Common Law, by ſuppoſing the ſame to have been done in *Cheapſide*, or ſuch places: And under favour, the anſwer thereunto is neither clear, nor direct, nor to the purpoſe; For the ground of that anſwer being laid, That the Admiral hath no Conuſance of any thing done within any County, it is ſaid, That it is not material whether the place be upon the Water, *Infra fluxum Aquæ*; but whether it be upon any Water within the County; Wherefore it is acknowledged, That of things done upon the Sea, out of any County, the Admiral ought to have Juriſdiction, and that no Preſidents can be ſhewed that any Prohibition hath been granted for any Contract, Plea, or Quarrel, for any Maritine cauſe done upon the Sea. In this anſwer it is confeſt, That the Admiral ought to have Juriſdiction of things done on the Sea, and that no Prohibitions have been granted for any ſuch cauſes; but whether by the ſuppoſal or fiction of a Ships arriving in *Cheap-ſide*, the Courts of Common Law do hold Plea of things done on the Sea, it is neither confeſſed nor denied, much leſs is there any reaſon given for the ſame. Where it is ſaid, It is not material whether the place be upon the Water, *infra fluxum & refluxum Aquæ*, but whether it be upon any Water within the County, That may be true, in reſpect that it is ſuppoſed that all things done it the County belongs to the Conuſance of the Common Law; but when the place where a thing is done belongs apparently to another Juriſdiction which pretends as well to the right of the place, as to the right of the cauſe, the place of the action can no ways be ſuppreſſed, and another ſuggeſted in the room thereof; for if that be permitted, the one Juriſdiction being the greater, a more potent may

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ſoon ſwallow up the other, not only to the prejudice of the Subjects for whoſe good the diverſity of Courts were erected, but alſo the wrong of the Prince from whom thoſe Juriſdictions are derived.

Sir *Thomas Rydlye* in his view of the Civil Laws, further ſhews how injurious to the Admiralty, and unreaſonable this practice is, in regard that in Law no Fiction ought to be admitted, but ſuch as is both poſſible and equitable; Firſt, That it ought to be Poſſible, becauſe otherwiſe it were to admit that by way of ſuppoſition, which Nature will not allow; and therefore although one that is dead, to ſome conſtructions of Law, may be feigned to be alive, if at that time any of his equals in age be ſtill living, yet one who dyed two hundred years ſince, cannot to any purpoſe be ſuppoſed to be living, all of the ſame age being long before dead. Secondly, The Fiction ought to be Equitable, becauſe if there be no reaſon for it, it is altogether unneceſſary and uſeleſs; and therefore although the Law may admit a Fiction and ſuppoſition, that a Child in the Mothers Womb, is already born, for its benefit, in regard that otherwiſe it might be deprived of its Filial portion, or ſome other right in equity belonging to it; yet where there is no ſuch reaſon or equity, it ought not to be admitted, as vain and ridiculous; But for the fiction of a Ship to arrive in *wardo de cheap*, where there is no Water to bear or carry, is of a thing utterly impoſſible; and it is wholly void of equity, becauſe a Tryal of any buſineſs thereupon cannot obtain any juſt and fair remedy thereby at the Common Law, which might not have been had in the Court of Admiralty, which is a more competent and proper Court, for the tryal of ſuch things, than any Court of the Common Law.

Secondly, Concerning Actions of Treſpaſs, the Admiral in his ordinary capacity claiming no Juriſdiction of offences againſt the Crown, but only on the Sea, and of wrongs and injuries done in other places without force or violence, to make ſuch Cauſes tryable in the King's Courts, it is ſuggeſted, that they were done *vi & armis*, which is the uſual form of Indictments of Treſpaſſes in the King's-Bench (as of cutting of a Purſe) although in truth there were no fear, nor violence uſed in committing the ſame.

Touching the interrupting and obſtructing the Proceedings in the Court of Admiralty in Cauſes properly belonging to the ſame, concerning Stipulations and Libels, although it may be preſumed, that what Sir *Edward Coke* affirms, *That where the principal matter is acknowledged to be of Eccleſiaſtical Cogniſace, the Temporal Judges ought not to call in queſtion the form of Proceedings, though they be againſt the reaſon of the Common Law*, becauſe *Cuilibet in ſua arte merito credendum*, that the ſame ſhould be allowed in the Admiral Court. *Coke's 4 Reports, p. 29. 3 H. 6. 14. l. 11. H. 7. 9.*

Yet in the third Objection of the Complaint, 8. *Jacob.* it is ſhewed, That whereas time out of mind the Admiral-Court hath uſed to take Stipulations for appearance and performance of the Acts and Judgments of the ſame Court; It is now affirmed by the Judges of the Common Law, that the Admiralty-Court is no Court of Record, and therefore not able to take ſuch Stipulations, and hereupon Prohibitions are granted to the utter overthrow of that Court. The anſwer whereunto is, That the Admiralty proceeding by the Civil Law, is no Court of Record, and therefore cannot take any ſuch Recognizances as a Court of Record may do, and for taking of Recognizances againſt the Law of the Realm, we find that Prohibitions have been granted, as by the Law they ought: And if an erronious Sentence be given in that Court, no Writ of Errour, but an appeal to certain Delegates doth lie, as it is apparent by the Statute of the 8. *Eliz. Reginæ*, *Cap.* 5. which proveth that it is no Court of Record. Whereunto it may be replied:

That ſome things done by, or before the Admiral, are matters of Record, may be maintained from an ancient Ordinance of King *Richard* the Firſt, with advice of the Lords, at *Grimsby*, viz. *That when the King writes by his Letters Patents to the Admiral to arreſt Ships more or leſs for his ſervice, and that the Admiral ſhould write to his Lieutenant to ſee things put in execution accordingly, foraſmuch as the Admiral* *B. b. p.* 28. & *p.* 15.

and

and his Lieutenants are of Record, After the Admiral ſhall have written to the King, or to the Chancellour of England, *the names of the Ships arreſted, together with the names of the Owners and Maſters of them, in that caſe neither the Owner of the Ship, nor the Maſter, ſhall be admitted to ſay that the Ship is not arreſted*; but admitting that the Court of Admiralty is not a Court of Record in ordinary matters, no more are the Stipulations taken there, ſuch Recognizances as are required to be taken in Courts of Record by the Common Law, thoſe Stipulations cauſing no privileged obligations before other bonds, nor extending to any part of mens Lands, which is otherwiſe in Recognizances taken in Courts of Records by the Common Law; And it may ſeem ſtrange that Sir *Edward Coke* acknowledging and allowing the proceedings of that Court to be according to the Civil Laws, taking of Stipulations or Bails for the Parties appearance, and the performances of Decrees and Sentences in that Court, preſcribed by the Civil Law, *Ne judicia ſint eluſoria*, and univerſally practiſed, where judicial proceedings are according to that Law, as likewiſe in this Kingdom in the Conſtable and Marſhal's Court, and in the Courts of the Univerſities proceeding by the Civil Law, the ſame ſhould not be allowed in the Admiralty-Court.

And the complaint in this point may ſeem the more conſiderable, in regard that, to the Publique Notaries about the Exchange, without Exception or Controll it hath been allowed, That Merchants appearing before them, (in a manner nearer to the Recognizances of the Common Law) do acknowledge bonds, and bind, *Se & Executores, & bona tam immobilia quam mobilia preſentia in futura*, And ſometimes themſelves being abſent, the ſame things are done in their names by their Servants, or Factors, Exhibiting Procurations from them to that purpoſe; And it may be noted, that amongſt Sir *Edward Coke*'s Authories there cannot be deſcerned any Statute, Judgment, or Book-caſe, to make good the Anſwer to that Objection, in the Complaint.

Secondly, concerning Libels in the Court of Admiralty, The Lord *Hobard* in *Audly* and *Jennings* caſe affirms, that if a Contract in truth were made at Sea, and in the Admiral's Court it be laid generally, without ſaying *ſuper alto mari*, a Prohibition might lye, for the Libel muſt warrant the Sute in it ſelf; But Juſtice *Reeves* in his Argument, *Paſchæ* 22. *Caroli*, differs from him in opinion, and diſtinguiſhes betwixt a particular Juriſdiction, created in diminution of the general Courts of Common Law, and a particular Juriſdiction over things that never did belong to the Courts of Common Law, but which is wholly diſtinct from the ſame: In the firſt caſe he confeſſeth that it is neceſſary to allege the cauſe of Action to ariſe within the new created Juriſdiction, becauſe *prima facie*, nay *de Jure*, the Courts of Common Law have general Juriſdiction of thoſe things, but in the later caſe, as of the Admiralty, if the cauſe be Maritime, there is no need to averr it to have been done upon the Sea, out of any reſpect to the Courts of Common Law, for that it doth not tend to the diminution of any of thoſe Courts, and for Confirmation thereof he affirms, That the Juriſdiction of the Marſhalſey, ſtands partly upon the Statute *Articuli ſuper Chartas*, and the words of that Statute are as reſtrictive, as any words of the Statutes touching the Admiralty, and by the Books of the Common Laws, the Marſhall cannot hold Plea in ſome caſes unleſs both parties be of the King's Houſhold, nor in any caſe unleſs one of the Parties be ſo; yet it is reſolved, That the Declaration is good, although it be not averred therein, that any of the Parties be of the Houſhold, and therefore a *Fortiori* it is not neceſſary in the Admiralty to ſpecifie in the Libel the thing to have been done, *ſuper alto mari*, the Admiralty Juriſdiction being more diſtinct from the Common Law, than that of the Court of Marſhalſey.

ASSERT.

ASSERT. IX.

That the trial of Causes concerning Navigation and Trade in the Court of Admiralty, is more commodious for the Subjects, and Kingdom of England, *than in the Courts of Common Law.*

HOw much the maintenance and advancement of Navigation, and Trade by Sea, concerns the Kingdom, and Subjects thereof, Sir *Edward Coke* delivers, who saith, *That Trade and Traffique is the livelyhood of a Merchant, and the life of the Common-wealth, wherein the Kingdom, and every Subject hath interest; For the Merchant is the good Bailiff of the Realm, to Export, and Vent the Native Commodities, and to Import and bring in the necessary Commodities, for the defence and benefit of the Realm.* So much is confirmed by several Acts of Parliament, fram'd by common consent of the Kingdom. The Statute of the 32. of *Henry* 8. *chap.* 24. sets forth, *That it is notoriously known that the Realm of* England, *for the most part, is invironed with the Seas, so that the Subjects cannot convey, and transport their Wares, Merchandizes, and Commodities by Land, but only by Ships, and that the Navy, and multitude of Ships of the Realm, is very commodious and necessary, as well for the intercourse and concourse of Merchants, conveying and transporting their Wares and Merchandizes, and a great defence and security to this Realm, as well to offend and defend, as also for the maintenance of many Masters, Mariners and Seamen, and also hath been the chief maintenance and supportation of Cities, Towns, Havens, and Creeks near adjoyning unto the Sea-coasts:* Likewise that of the 43. of *Elizabeth, chap.* 12. declares, *That it hath always been the Policy of this Realm, by all good means to comfort and encourage the Merchant, thereby to advance the general wealth of this Realm,* the Kings *Customs* and *Strength* of Shipping, *&c.*

Comment upon Magna Chart. fol. 28.

It hath been formerly observed, That for the encouragement of those who maintain Trade by Sea, in all Nations and States there have been special Judges appointed to hear and determine causes concerning Trade and affairs of the Sea; and it may be further noted, that such Judges have been directed to proceed at such times, and in such manner, as might best consist, with the opportunities of Trade, and least hinder or detain Men from their Imployments. Amongst the *Græcians*, as at *Athens*, it was provided, *That all Sutes betwixt Seamen and Merchants should be determined in those vacations when the Seas were barred, or in those Months when Navigation was restrained*; So much is confirmed by *Salmatius*, *Eo tempore quo oritur Arcturus navigationes suas ut plurimum definebant mercatores, domumque redibant; Boedromion quippe mensis qui Septembri respondent, quo tempore ferè Arcturus oritur, terminus erat navigationum Atticarum, ideo ab eo mense Munichionem usque uno mense iterum se mari committebant, ac vela dabunt, Mercatores Athenienses in urbe desidebant, & lites suas disceptabant, ut videre est apud Demosthenem adversus Apaturium.* Amongst the *Romans* likewise, for the better dispatch of Causes concerning Sea-businesses, the Judges were ordered to proceed, *Levato velo*, and *de plano*, without that Solemnity, and Formality which was used in ordinary Courts, and Causes; So in *Italy*, *Spain*, and *France*, the Judges proceed in Causes concerning the Sea, Summarily and in a more compendious way than other Judges use; And the like, as Sir *John Davies* relates, hath seemed to the wisdom of this Kingdom, *Our Parliament*, saith he, *have not only made extraordinary provisions, for a more speedy recovery of debts due unto Merchants,*

Sholes Synag. 47. *tit.* 37.

Petitus de Legibus Atticis l. 5. *tit.* 5.

C. de Naufragiis l. 5. *& ibi Cujacius.*

for their Merchandizes, than is provided by our Common Law, as appears by the Statute of Acton Burnel, *made the* 11*th of* Edward *the Firſt, and the Statute* De Mercatoribus, *made the* 13*th of* Edward *the Firſt, but alſo hath allowed a Court of Proceedings in Caſes of Merchants, different from the courſe of our Common Law; For by the Statute of the* 27*th of* Edward *the Third*, cap. 2. *it is declared, That the proceedings in Cauſes of Merchants ſhall be from day to day, and from hour to hour, according to the Law of the Staple, and not according to the courſe of the Common Law*; and by another Article in the ſame Parliament, *That all Merchants coming to the Staple ſhall be ruled by Law-merchant, touching all things coming to the Staple*, and not by the *Common Law of the Land*; and by another Article, *That neither of the Benches, nor any of the Judges of the Common Law ſhall have any Juriſdiction in thoſe Caſes.* To which may be added the Statute of the 32. of *Henry* 8. *chap.* 15. and of the 43. of *Elizabeth, chap.* 12. which direct, *That ſuch Cauſes betwixt Seamen and Merchants ſhall be ordered ſummarily, and without delay, and as diſcretion ſhall ſeem moſt convenient.* All which was, and may be obſerved in the Court of the Admiralty, which in many Cauſes proceed at any time, and in all Cauſes ſummarily, and according to Equity, but neither is, nor can be obſerved in Courts of Common Law, which are open only in Term times, and proceed in an ordinary and ſtrict way.

Secondly, For the advantage of thoſe who uſe Navigation, and Trade by Sea, The Law-merchant and Laws of the Sea admit of divers things not agreeable to the Common Law of the Realm, which may be better inſiſted on in the Court of Admiralty, than in the Courts of the Common Law. So much is declared by Sir *John Davyes*, relating ſeveral Inſtances to that purpoſe. Firſt, *If two Merchants, ſaith he, be joynt Owners, or Partners of Merchandizes, which they have acquired by a joynt Contract, the one ſhall have an Action of Account againſt the other*, Secundum Legem Mercatoriam, *but by the Rule of the Common Law, if two men be joyntly ſeized of other Goods, the one ſhall not call the other to account for the ſame.* Second, *If two Merchants have a joynt Intereſt in Merchandizes, if one dye, the ſurviver ſhall not have all, but the Executor of the party deceaſed, ſhall by the Law-merchant call the ſurviver to an account for the Moity, whereas by the Rule of the Common Law, if there be two joynt Tenants of other Goods, the ſurviver* Per jus accreſcendi *ſhall have all.* Third, *In an Action of Debt upon a ſimple Contract*, which is without a Deed in Writing) *the Defendant by the Common Law may wage his Law*, That is, he may barr the Plaintiff from his Action, by taking an Oath that he doth not owe the Debt, *but when one* John Cumpton, *Merchant, brought an Action of Debt* Secundum Legem Mercatoriam *againſt another Merchant upon a Contract, without* Deed, *and the Defendant would have waged his Law, he was not permitted ſo to do*, and the Judgment was given for the Plaintiff. It is not hereby intended that the Courts of Common Law cannot or do not take notice of the Law-Merchant, in Merchants Caſes, but that other things likewiſe conſidered, it might be thought reaſonable, if they ſo deſire, to allow them the choice of that Court, where the Law-Merchant is more reſpected, than to confine them to other Courts, where another Law is more predominant. Beſides, there may be danger of doubt thereof, becauſe thoſe things are not approved for proofs at the Common Law, which are held ſufficient in the Admiralty amongſt the Merchants; for as Sir *John Davies* further obſerves, *At the Common Law no mans Writing can be pleaded againſt him, as his Act, and Deed, unleſs the ſame be ſealed, and delivered: But in Sutes between Merchants, Bills of Lading, and Bills of Exchange, being but Tickets, without Seals, Letters of advice, and Credence, Policies of aſſurance, Aſſignations of Debts, all which are of no force at the Common Law, are of good credit and force by the Law-Merchant.* To which may be added, what *Malines* obſerves, That the bearer of ſuch Bills, by the courſe amongſt Merchants, ſhall be admitted to demand, and recover the Contracts, without Letters of Attorney, which is not admitted in the Common Law. It is moreover conſiderable, That the Law of the Sea looks one way, when the Common Law looks another; As for inſtance, A Ship is Freighted, or hired for a Voyage to the *Indies*, at 20 l. per month by Charter-party,

party, it appeareth that having been eight Months in the Imployment of the Merchant, who Freighted her, before ſhe makes any Port, with her Lading ſhe periſheth in the Sea, in this caſe by the Common Law, as it hath been averred, the Owner of the Ship ought to have Freight for eight Months: But by the Law of the Sea, which hath always been allowed, The Merchant loſing his Goods, the Owner loſeth his Freight; Again, if the Owner loſeth his Freight, the Mariner, although he eſcape, loſeth his Wages for the time he ſerved, which happily would not be thought ſo if he ſued at the *Guild-Hall* for the ſame.

Thirdly, For encouragement and advantage of thoſe who uſe Navigation and Trade by Sea, it is conſiderable, that in the Court of Admiralty, one and the ſame Action may be brought againſt diverſe and ſeveral perſons, undertaking the ſame buſineſs, as when many joyn in ſubſcription to a Policy of aſſurance, but if a Sute be brought at the Common Law, every man muſt be ſued ſeverally, which the Parliament in the Act concerning aſſurances, held inconvenient; and in the like manner, divers and ſeveral Perſons may joyn in the ſame Sute, as Mariners for Wages, at a ſmall charge to themſelves, with little prejudice to the Maſters, or Owners which are ſued, and obtain a Decree or Order altogether, whereas when they ſue at the *Guild-Hall*, every man ſues ſeverally, to the great charge of every particular, and to the exceſſive damage of the Maſters, or Owners, if Judgments be given againſt them, Beſides the inconvenience, (of which the Statute of the 28. of *Henry* 8. *cap.* 15. takes notice) That if Mariners, or Shippers, which by reaſon of their often Voyages and Paſſages muſt depart, without long tarrying and protracting of time, be enforced to attend the ordinary terms of the Common Law.

Fourthly, The Court of Admiralty for the conveniency and diſpatch of Merchants, and Seamens Cauſes, admits of Proofs, which the Courts of Common Law do not allow, for in that Court according to the Civil Law, the Plaintiff may be relieved by the Defendants anſwer upon Oath, which in the ordinary Courts of the Common Law is not afforded; Again, whereas in thoſe Courts the Evidence muſt be produced at the Barr, before the Jury, Seamen, and Mariners, which are many times neceſſary witneſſes, for the reaſon before expreſt, cannot be preſent without great prejudice to themſelves and the Trade of the Kingdom; But in the Admiralty Court they may be produc'd at any time after the Sute is begun, and their Examinations being taken in Writing, they have liberty to follow their own, and the common occaſions. Moreover, many times in cauſes concerning Navigation, and Trade by Sea, no proof can be made but by Witneſſes remaining in Foreign parts, to which the Writs of the Common Law do not extend, but thoſe Witneſſes by Commiſſion out of the Admiralty-Court, are uſually ſworn and examined by Magiſtrates in thoſe places, and their examinations ſo taken are allowed for ſufficient proof upon return.

Divers other Inſtances might be given, by which it would appear that the Court of Admiralty can give redreſs in Sutes concerning Navigation and Trade with more conveniency than the Courts of Common Law; But theſe conſidered, and how much it concerns the good of the Kingdom, and thoſe who ſupport Navigation and Trade, may be ſufficient to diſcover, which Court may be beſt juſtified in proceeding in Cauſes of that nature.

What inconvenience may follow both to the Private and Publick by the interpoſing of Courts of Common Law, and by obſtructions made unto the Admiralty in ſuch buſineſſes, may appear in one particular, that is concerning Charter-parties and Freight due for imployment of Shipping. There is but one inſtance given of a Sute brought at the Common Law upon a Charter-party, *viz.* the 28. of *Elizabeth*, which was on the Merchants part for breach of Covenant, *viz.* for not ſtaying in a Port of diſcharge ſo many days as were agreed upon, for which the Owner was condemned in 500l. without any reſpect to the Loſs or Damage which the Merchant had ſuſtained: And if it be conſidered how many Clauſes there are in Charter-parties, and Covenants of things to be performed for which the Owners

are bound under a general penalty, if upon every breach advantage ſhould be taken in extremity, no man would have great comfort in hiring out Ships to Sea: And it may be obſerved, that there is no Preſident that ever any man ſued for Freight at the Common Law, which argues much difficulty in that way, as probably the performance of the Voyage being to be maintained by ſuch proofs as cannot be produced in thoſe Courts. And whereas it is affirmed, That infinite Prohibitions have been granted in Cauſes commenced in the Admiralty upon Charter-parties, it muſt follow, that thereby was occaſioned infinite loſs to the Owners of the Shipping, it being moſt probable by what hath been obſerved, That the cauſe for Freight being ſtopped in the Admiralty, there was no means to recover the ſame in the Courts of the Common Law. For that is a certain Rule, That that Merchant which declines that Court knows he is in no danger elſewhere; and it falls out many times, That for long Voyages great ſums are due for Freight, and Merchants not always having good ſucceſs, are ſometimes put to their ſhifts, but how far it ſtands with the dignity of the High Courts to countenance, or in truth afford protection to ſuch ſhifts, we leave them to conſider, but no man can conceive otherwiſe, than that thoſe courſes muſt needs more weaken the Shipping of the Kingdom, than divers Ordinances and Conſtitutions intended for the maintenance thereof can poſſibly advance the ſame. Beſides the decay of Shipping, theſe things conduce to the impoveriſhing of Mariners who are the life of Shipping, for Freight is ſaid to be the mother of Wages, and the Owner loſing his Freight, the Mariner cannot ſo well obtain his Wages, and in conſequence muſt betake himſelf to ſome other courſe of life.

The like inconvenience falls out in Trade and Commerce, when Prohibitions are granted for Contracts, or things done *in partibus exteris & tranſmarinis*, The Merchant if he can avoid the Admiralty where he muſt anſwer upon Oath, and proof may be made by Commiſſion, thinks himſelf ſecure from any danger at the Common Law. And although it may be ſuppoſed that remedy may be given in the Chancery, yet howſoever it is poſſible it is not uſual for that Court to ſend Commiſſions into Foreign parts, and the pretence is for the right of Juriſdiction in the King's Courts of the Common Law, without reſpect to the Chancery, to which Sir *Edward Coke* ſeems to be no great friend.

FINIS.

THE ANCIENT SEA-LAWS OF OLERON, WISBY, AND THE HANSE-TOWNS, Still in Force.

Taken out of a French Book, Intitled,

Les Us & Coutumes de la Mer.

AND

Rendred into *Engliſh*, for the Uſe of

NAVIGATION,

By *GUY MIEGE*, Gent.

LONDON,
Printed by *J. Redmayne*, for *T. Baſſet* at the ſign of the *George* near St. *Dunſtan's* Church in *Fleet-ſtreet*, and *Eliz. Smith* under the *Piazza* of the *Royal-Exchange*,
MCDLXXXVI.

THE ANCIENT SEA-LAWS OF *OLERON, WISBY, and the HANSE-TOWNS,* Still in Force.

BEfore I begin with thoſe Laws which are here ſet forth for the Uſe of Navigation, it will not bebe improper to give an Account of the Places, from whence they are denominated.

OLERON *is the Name of an Iſland, and of the chief Town thereof. The Iſland is ſituate over againſt* Saintonge, *a Province of* France, *and Part of* Aquitain. *It lies in the* 46. *Degree of Northern Latitude, betwixt the Iſle of* Ree *Northward, and the Mouth of the River* Charente *Southward.*

The ſame is very fruitful, and pleaſant. It yields plenty of Corn, and pretty good Wine, ſtore of Game, and good Fiſhing. There is alſo made yearly a very great Quantity of Salt, wherewith moſt of the Provinces of the Weſtern Ocean uſe to be furniſhed. In ſhort, this was anciently the Place of Recreation for the Dukes of Aquitain, *who cauſed here a Caſtle to be built.*

But Nothing has ſo much raiſed the Fame of this Iſland, as the Reputation of the Maritime Laws, *which bear the Name of it. The Laws of* Oleron, *which for the ſpace of* 500 *Years have generally been received by all the States of the Chriſtian World that frequent the Ocean, for regulating the Sea-Affairs, and for deciding Maritime Controverſies. Whereby the Rhodian Laws wore out of Uſe, and became antiquated.*

As for the Credit of the Work, the French (*but eſpecially thoſe of* Aquitain) *aſſume it to themſelves. To make it out, my French Author ſays, that Queen* Eleanor, *Dutcheſs of* Aquitain (*the Wife of* Henry *II. King of* England, *and Mother to* Richard *I.*) *being returned from the* Holy Land, *made the firſt Draught of theſe Laws; and called them* Roole d'Oleron, *by the Name of this her beloved Iſland. To which Laws, ſays he, her Son King* Richard, *being likewiſe returned from his Expedition in the* Holy Land, *made ſome Additions, and that ſtill under the ſame Title. All which he backs with theſe Arguments, That theſe Laws were written in the old French, after the* Gaſcon *Dialect, and not in Engliſh; That they were made particularly for* Bourdeaux *Voyage, for the Lading of Wines and other Commodities in the ſaid Place, and for the Tranſporting and Unlading of them at* S. Malo, Caen, *and* Rouen, *Sea-Port Towns of* France; *and laſtly, That there is not ſo much as any mention made of the* Thames, England, *or* Ireland.

Whereas the learned Selden, *in his Treatiſe* De Dominio Maris, *attributes to the Engliſh Nation the Glory of his Work, and does not want ſound Arguments for it.*

But, whether the Engliſh or the French ought to have the Credit of it, or ſhare it amongſt Them; certain it is, that theſe Laws are equally memorable for their Antiquity, and to be reverenced for their Juſtice and Equity.

THE

THE Laws of OLERON.

I.

WHen a Man is made Maſter of a Ship, or other Veſſel, and the ſaid Ship or Veſſel belonging to ſeveral Part-Owners departs from her own Port, and comes to *Bourdeaux*, *Rouen*, or any other Place, and is there fraighted for *Scotland*, or ſome other forrein Country; the Maſter in ſuch Caſe may not ſell the ſaid Veſſel, unleſs he hath a Procuration or a ſpecial Order for that purpoſe from the Owners. But, in caſe he want Monies for the neceſſary Proviſions of the ſaid Veſſel, he may for that end, with the Advice of his Mariners, pawn or pledge part of the Tackling of the ſaid Ship or Veſſel.

II.

If a Ship, being in an Harbour, waits for her Fraight to depart therewith; the Maſter ought, before he depart, firſt to adviſe with his Company, and ſay, Sirs, What think you of this Weather? Whereupon perhaps ſome will tell him, It is not ſafe yet to Sail, the Wind being but newly changed, and we had beſt firſt to ſee it ſettled; and others poſſibly will ſay, The Weather is good and fair. In ſuch Caſe, the Maſter is to concur with the major Part. Upon failure of which, if the Ship ſhould come to be loſt, he ſhall make good the ſame (if he have wherewithall) according to the full Value, upon a juſt Appraiſement.

III.

If any Veſſel happen, through misfortune, to be caſt away, in what Place ſoever it be, the Mariners are bound to ſave as much of the Lading as they can. And, if they ſave part thereof, the Maſter ſhall allow them a Competency to get home to their own Country. And, in caſe they ſave ſo much as may inable the Maſter to do this, then he may lawfully pledge to ſome honeſt Perſon ſuch Part thereof as may ſerve for that Purpoſe. But, if they have not indeavoured to ſave the Things aforeſaid, then the Maſter is not bound to provide for them; but he ought to keep them in ſafe cuſtody, until he knows the Pleaſure of the Owners. And this he ought to do like a faithful Maſter; otherwiſe he ſhall be bound to give Satisfaction.

IV.

If a Veſſel coming from *Bourdeaux*, or any other Place, happen in her Voyage to be Indamaged, and the Mariners ſave as much of the Lading as poſſibly they can; And yet the Merchants and the Maſter are at variance, the Merchants requiring their Lading from the Maſter: In this Caſe the Merchants ought to have it, paying the Fraight for that part of the Voyage the Ship has made, according to the quantity of the Goods, and the length of the Voyage, if ſo pleaſe the Maſter. But, if the Maſter pleaſe, he may repair his Veſſel, if he can readily do it; otherwiſe, he may hire another Ship, to finiſh the Voyage. And then the Maſter ſhall have his Fraight for ſo much of the Goods as are ſaved, to be reckoned Liver by Liver, and the ſaved Goods ſhall pay the Coſts of their Salvage. And, in caſe the Maſter and Merchants promiſed the People of the Country, that ſhould help to ſave the Ship and her Lading, a Third or one Moity of what by their Help ſhould be ſaved, for venturing their Lives in ſo doing; the Juſtice of that Country ought well to conſider their Pains and Labour, and to reward them accordingly, notwithſtanding the Promiſe made unto them by the Maſter or by the Merchant.

V. When

V.

When a Veſſel departs from any Country, Laden or Empty, and arrives at any Port or Harbour, none of the Mariners ought to go out of the Ship, without the Maſter's Leave. For in ſuch a Caſe, if the Veſſel ſhould happen to be loſt, or by any Misfortune be damnified, they muſt make Satisfaction for the ſame. But, if the Veſſel be moored with two or three Anchors, they may then lawfully go out of her without the ſaid Maſter's Leave; Provided they leave behind them on Ship-board ſuch a Number of the Ships Company, their Fellow-Mariners, as is ſufficient to look to the Veſſel and her Lading. Provided alſo, that they return again in due time to their ſaid Veſſel. For, if they ſtay longer than is meet, and any Miſchance happens to the Ship, they ought to make Satisfaction, if they have wherewithall.

V I.

If ſome of the Mariners that hired themſelves with the Maſter, go out of the Ship without the Maſter's Leave and make themſelves ſo Drunk as to occaſion Wrangling and Fighting, whereby ſome happen to be wounded; In ſuch Caſe the Maſter is not bound to get them healed, or in any Thing to provide for them. On the contrary he ſhall be free to diſcharge them, and to turn them out of the Ship, both them and their Aſſiſtants. And, if they come to reckon, they muſt make up whatever they remain owing to the Maſter. But, if the Maſter ſend any of his Mariners about the Ship-Service, who therein happen to be hurt or wounded, in this Caſe they ought to be healed, and provided for at the Coſts and Charges of the ſaid Ship.

V I I.

When any Sea-man falls ſick in the Ship, the Maſter ought to ſend him to Shore, and provide him with a Lodging. He is alſo to furniſh him with Light, either Lamp or Candle-light, and to ſpare him one of the Ship-boys, or elſe hire a Woman, to attend him. He ſhall likewiſe afford him ſuch Diet as is uſed in the Ship, and the ſame Quantity that was allowed him when he was in health, and no more, unleſs it pleaſe the Maſter to allow him more. And, if a better Diet be required, the Maſter ſhall not be bound to provide it for him, unleſs it be at his own Coſts and Charges. In caſe the Ship be ready for her Departure, ſhe ought not to ſtay for the ſaid ſick Party. And, if he recover, he ought to have his full Wages, deducting only ſuch Charges as the Maſter has been at for him. But, if he die, his Wife or next of Kin ought to have what is due to him.

V I I I.

When a Ship laden to ſail from *Bourdeaux* to *Caen*, or ſome other Place, is overtaken at Sea by a Storm, ſo that ſhe cannot eſcape without caſting ſome of her Lading and Merchandize over-board, for lightening the ſaid Ship, and preſerving the reſt of the Lading, and the Veſſel it ſelf; Then the Maſter ought to ſay, Sirs, It is convenient to caſt over-board ſome of the Ships Lading. And, if there be no Merchant but what gives his conſent, or approves thereof by his Silence; Then the Maſter ſhall uſe his own Diſcretion, and caſt over-board ſome part of the Lading. And, if the Merchants do not like of it, but that they gainſay or contradict it; the Maſter nevertheleſs ought not to forbear caſting out ſo much Goods as he ſhall ſee convenient, he and the third part of his Mariners taking their Oath upon the Bible, that keeping their right Courſe, they were fain to caſt part of the Lading over-board, to ſave their Lives, and the Ship, and the reſt of the Lading. And the Wines, or other Goods, that were caſt over-board, ought to be prized and valued, according to the juſt Value of the Goods ſaved. And, when theſe ſhall be ſold, the Price thereof ſhall be divided Liver by Liver among the Merchants. And the Maſter ought to make the Diviſion, and to compute the Damage of the Veſſel, or the Fraight at his own Choice. And, to repair the Damage ſuſtained, the Mariners alſo ought to have a Tun free, and another divided by Lot according as it ſhall happen, if it appear that he to whoſe Lot it fell, did the part

of a good and able Sea-man. Otherwiſe he ſhall be barred of his Priviledge. And the Merchants in this Caſe may lawfully put the Maſter to his Oath.

IX.

If it happen, that the Maſter, by reaſon of foul Weather, thinks fit to cut down his Maſt, he ought firſt to call the Merchants, if there be any aboard the Ship, and to ſay unto them, Sirs, It is requiſite to cut down the Maſt, to preſerve the Ship and Lading, it being in this Caſe no more than becomes my Duty. Nay, it oftimes happens that they cut Cables and Rigging, leaving both the Cables and Anchors behind them, to ſave the Ship and her Lading. All which Things are reckoned Liver by Liver, as Goods that were caſt over-board. And, when it pleaſes God, that the Veſſel arrives ſafely at the Port intended, the Merchants ſhall pay to the Maſter, without any delay, their Shares or Proportions, or ſell the Goods, or pledge them, or procure Mony to ſatisfie the ſame, before the ſaid Goods be taken out of the Ship. And, if he has allowed of them, and there happen Controverſies and Differences touching the Premiſes, ſo that he obſerves a Colluſion therein; the Maſter muſt not come by the Loſs, but ought to have his Fraight.

X.

When a Maſter fraights a Ship, he ought to ſhew his Merchants the Cordage that belongs to her. And, if they ſee any Thing amiſs or wanting, he muſt rectifie it. For, if for want of good Cordage any Pipe, Hogſhead, or other Veſſel, ſhould happen to be ſpoiled or loſt, the Maſter and Mariners ought to make it good to the Merchants. So alſo, if the Ropes or Slings break, the Maſter not having ſhewed them to the Merchants, he muſt make Satisfaction for the Damage. But if the Merchants ſay, That the Cordage is good & ſufficient, and reſt ſatisfied therewith, and afterwards it happens that they break; in that Caſe each of them ſhall ſhare the Damage, *viz.* the Merchant to whom the Goods belong, and the ſaid Maſter with his Mariners.

XI.

A Veſſel being laden with Wines, or other Goods, and hoyſing Sail at *Bourdeaux*, or any other Place, if the Maſter and his Mariners have not trimmed their Sails as they ought to have done, and it happens that ill Weather overtakes them at Sea, ſo that the main Yard ſhakes, or breaks one of the Pipes or Hogſheads; the Ship being arrived at her Port of Diſcharge, the Merchant ſays to the Maſter, that by reaſon of his main Yard his Wine was loſt. In that Caſe, if the Maſter replies, It was not ſo, both he and his Mariners (be it four or ſix, or ſuch of them as the Merchants ſhall think beſt) muſt take their Oath, That the Wine was not deſtroyed by them, nor by the main Yard, or through their Default, as the Merchants charge them: And then the ſaid Maſter and his Mariners ſhall be acquitted thereof. But, if they refuſe to make Oath to that effect, they are then obliged to make Satisfaction for the ſame. For they ought to have ordered their Sails aright, before they ſailed from the Port where they took in their Lading.

XII.

A Maſter, that has hired Seamen for a Voyage, ſhall keep the Peace betwixt them, and do the part of a Judge at Sea. And, if there be any of them that gives another the Lie, before they have Bread and Wine on the Table, he that has given the Lie, ſhall pay four *Deniers*. But, if the Maſter himſelf gives any other the Lie, he ſhall pay eight *Deniers*. And, if any of the Mariners give the Maſter the Lie, he ſhall alſo pay eight *Deniers*. If the Maſter ſtrike any of his Mariners, the Mariner ought to bear with the firſt Stroke, whether it be with the fiſt or open hand. But, if the Maſter do ſtrike more than once, the ſaid Mariner may defend himſelf. And, if any of the hired Mariners ſtrike the Maſter firſt, he ſhall pay an hundred *Sous*, or loſe his Hand.

XIII.

When a Difference happens between the Maſter of a Ship and any one of his Mariners, the Maſter ſhall deprive him of three meals before he turns him out of the

the Ship. But, if the ſaid Mariner do offer in the preſence of the reſt of the Mariners to make the Maſter Satisfaction, and the Maſter refuſe the ſame, and reſolve (notwithſtanding ſuch Offer) to put him out of the Ship; In ſuch Caſe the ſaid Mariner may follow the ſaid Ship to her Port of Diſcharge, and ought to have his Wages paid him as if he had come in the Ship, or as if he had made Satisfaction for his miſdemeanour before the Ship-Company. And, if the Maſter take not another Mariner into the Ship in his ſtead, as able as the other, and the Ship or Lading happen to be through any misfortune damnified, the Maſter ſhall make good the ſame, if he have wherewithal.

XIV.

If a Ship in her Voyage, lying any where at Anchor, be ſtruck or grapled with another Veſſel under Sail, for want of good Steering, whereby the Veſſel at Anchor is prejudiced, and the Goods in her damnified; In ſuch a Caſe the whole Damage is to be in common, and to be equally divided and appraiſed half by half. And the Maſter and Mariners of the Ship that ſtruck or grappled with the other ſhall Swear on the holy Evangeliſts, That they did it not wittingly or wilfully. The Reaſon of this Judgment is, That an old Veſſel might not purpoſely come in the way of a better: Which ſhe will hardly do, as long as the Damage muſt be equally ſhared.

XV.

When two or more Veſſels lye in an Harbour, where there is but littte Water, ſo that the Anchor of one of the Veſſels lies dry, the Maſter of the other Veſſel ought in that Caſe to ſay unto him whoſe Anchor lies dry, Maſter, take up your Anchor, for it is too nigh us, and may do us a Prejudice. And, if the ſaid Maſter, and his Mariners, refuſe to take up the ſaid Anchor; Then may the other Maſter and his Mariners (who might be otherwiſe thereby damnified) take up the ſaid Anchor, and remove it at a farther diſtance. And, if the other oppoſe the taking up of their Anchor, and there afterwards happen Damage thereby; they are bound to give full Satisfaction for the ſame. But, if they had placed a Buoy to the Anchor, and that the Anchor ſhould cauſe any Damage, in this Caſe they ſhall not be bound to repair the Damage. And therefore being in an Harbour, they ought to faſten ſuch Buoys or Anchor-marks, and ſuch Cables to their Anchors, as may plainly appear and be ſeen at full Sea.

XVI.

When a Ship is arrived with her Lading at *Bourdeaux*, or elſewhere, the Maſter of the Ship ought then to ſay to his Company, Sirs, will you fraight by your ſelves, or be allowed at the Fraight of the Ship? To which they are to anſwer which of the two they intend. If they take as the Fraight of the Ship ſhall happen, they ſhall be allowed proportionably. And, if they will fraight by themſelves, they ought to do it ſo as that the Ship be not hindered thereby. And, in caſe no Fraight may be had, the Maſter is not to blame; and he ought to ſhew them their Ship-fare, and to weigh it out to each of them. And, if they will there lade a Tun of Water, inſtead of ſo much Wine, they may. And, in caſe there ſhould happen at Sea a Caſting of Goods over-board, the Caſe is the ſame for a Tun of Water, as in a Tun of Wine, or other Goods, Liver by Liver. But, if Merchants do fraight the ſaid Veſſel, they ſhall have the ſame Freedom and Immunity as the Mariners have.

XVII.

The Mariners of *Brittany* ought to have but one meal a day from the Kitchin, becauſe they have Beverage or Drinkings out and home. But thoſe of *Normandy* ought to have two meals a day, becauſe they have only Water at the Ships Allowance. Only, when the Ship arrives at a Wine-Country, there the Maſter is to procure them Wine to drink.

XVIII.

When a Veſſel hath unloaded, and the Mariners demand their Wages, (whereof ſome have neither Bed, Cheſt, nor Cabbin aboard) the Maſter may lawfully keep back part of their Wages, till they have brought back the Ship to the Port from whence ſhe came, unleſs they give good Security to ſerve out the whole Voyage.

XIX.

When the Maſter of a Ship hires the Mariners in the very Town to which the Veſſel belongs, whereof ſome at their own finding, others of them at his own Coſts and Proviſion; and it happens, that the Ship cannot procure Fraight in thoſe Parts where ſhe is arrived, but muſt Sail further to get it; Then the Mariners that are at their own finding ought to follow the Maſter, and ſuch as are at the Maſters own Coſts ought to have their Wages encreaſed, Kenning by Kenning and Courſe by Courſe, becauſe he hired them to one certain Place. And, if they go not ſo far as to that Place which was agreed upon, yet they ought to have their full Hire, as if they had gone thither. But they muſt bring back (with God's help) the Veſſel to the Place from whence they took her.

XX.

When a Veſſel comes to *Bourdeaux*, or any other Place, two of the Mariners at a time may take with them to Shore their Proportion of ſuch Victuals as is in the Ship, as alſo ſo much Bread thereof as they can eat at once, but no Drink. And they ought very ſpeedily and in good time to return to their Ship, that the Maſter may not loſe the Hire of the Ship. For, if the Maſter ſhould loſe it, and Damage come thereby, they are bound to make Satisfaction. Or, if any of their Company be hurt for want of their Help, they ſhall bear ſo much of the Charge of his Recovery as one of his Fellow-Mariners, or the Maſter with thoſe of the Table ſhall judge or arbitrate.

XXI.

If a Maſter lets his Ship to fraight to a Merchant, and ſets him a certain Time within which he ſhall lade his Veſſel, to be ready to depart at the Time appointed; and the Merchant do it not within the Time, but keeps the Maſter and Mariners by the Space of eight Days, or a Fortnight, or more, beyond the Time agreed on, ſo that by the Merchants default he loſes his Time, and the Opportunity of a fair Wind; In ſuch Caſe, the ſaid Merchant ſhall make the Maſter Satisfaction for this his Delay. The fourth whereof is to go among the Mariners, and the other three fourth Parts to the Maſter, becauſe he finds them their Expences.

XXII.

When a Merchant fraights a Ship at his own Charge, loads her, and ſends her to Sea, and the ſaid Ship comes into an Harbour, where by reaſon of contrary Winds ſhe is fain to ſtay till her moneys be all ſpent, the Maſter in that Caſe ought ſpeedily to ſend to his own Country for mony. But he ought not to loſe his *Armogan*, that is, a good Opportunity. For, if ſo, he is accountable to the Merchant for all Damages that ſhall happen thereby. But the Maſter may take part of the Wines, or other Merchant Goods, and diſpoſe thereof for the preſent Occaſions of the Ship. And, when the ſaid Ship ſhall be arrived at her right Port of Diſcharge, the VVines that the Maſter ſhall have diſpoſed of ſhall be valued and appraiſed at the ſame Rate as the other Wines ſhall be commonly ſold for, neither more nor leſs: And the Maſter ſhall have the Fraight of ſuch Wines as he has diſpoſed of as aforeſaid.

XXIII.

If a Pilot undertakes the Conduct of a Ship, to bring her to S. *Malo*, or any other Port, and fails in his Undertaking, ſo as the Ship miſcarry through want of Skill; the ſaid Pilot ſhall make good all the Damages that ſhall enſue thereby. But, if he be not able to make ſatisfaction, he ought to loſe his Head. And, if the Maſter,

ſter, or any of the Mariners, or Merchants, cut off his Head, they ſhall not be accountable for it. However, before they do it, they ought to know, whether he has wherewith to make Satisfaction.

XXIV.

When a Ship, or other Veſſel, arriving at any Place, makes in towards a Port or Harbour, and puts out her Flag, or gives ſome other ſign to have a Pilot come aboard, or a Boat to tow her into the Harbour, the Wind or Tide being contrary, and a Contract is made for piloting the ſaid Ship into the ſaid Harbour accordingly; And, foraſmuch as in ſome Places 'tis a Cuſtom, and an unreaſonable one, that the third or fourth Part of the Ship loſt ſhall accrue to the Lord of the Place where that ſad Accident hapned, as alſo the like Proportion to the Salvers, and only the remainder to the Maſter, Merchant, or Mariners; Therefore the Perſons contracting for the Pilotage of the Veſſel, to ingratiate with their Landlord, and to get to themſelves part of the ſaid Ship and her Lading, do like baſe and treacherous Villains wittingly and deſignedly miſguide the Ship that ſhe may be loſt; And then feigning to aid, help, and aſſiſt the diſtreſſed Mariners, themſelves are the firſt in pulling the Ship to pieces, in purloyning and carrying away the Lading, contrary to all Reaſon and a good Conſcience; And, that they may be the more welcome to their Landlord, run to his Houſe to bring him the Tidings of this unhappy Diſaſter; Whereupon the ſaid Landlord comes with his Men, and takes his ſhare, the Salvers theirs, and the Reſt is left for the Merchants and Mariners. Which being contrary to the Laws of Almighty God, this Law therefore ſhall be eſtabliſhed, That (notwithſtanding any Law or Cuſtom to the contrary) all Landlords, Salvers, and all others that ſhall take or purloin any of the ſaid Goods, ſhall be Accurſed, Excommunicated, and puniſhed as Thieves and Robbers. And, as for ſuch falſe and treacherous Pilots, the Judgment is, that they ſhall be put to a rigorous and unmerciful Death, That very high Gibbets ſhall be for that purpoſe ſet up, as near the Place as conveniently may be where they ſo guided and brought the ſaid Ship or Veſſel to ruin as aforeſaid; And therein ſhall theſe accurſed Pilots ſhamefully end their Days. Which Gibbets ſhall be left ſtanding, as a Memorial to the Fact, and as a Caution to other Ships that ſhall afterwards ſail that way.

XXV.

And, If the ſaid Lord of the Place were ſo felonious and cruel as to ſuffer ſuch barbarous people, and to connive at or abet ſuch Villains, that he may have a ſhare in the Wrack; In ſuch Caſe the ſaid Lord ought to be apprehended, and all his Goods ſeized and ſold, to be converted into pious Uſes, and for ſatisfaction to ſuch as of Right it appertaineth. And, as for the ſaid Lord's Perſon, he ſhall be faſtned to a Poſt or Stake in the midſt of his own Manſion-Houſe; which being fired on the four Corners or Quarters thereof, all are to be burnt together. Which done, the Walls thereof ſhall be demoliſhed and turned to Rubbiſh; and there ſhall a Market-Place be made, for the ſale only of Hogs and Swine, to all Poſterity.

XXVI.

When a Ship is arrived at her Port of Diſcharge, and gets there into dry Ground, ſo that the Mariners think her ſafe every way, then the Maſter ought to increaſe Wages kenning by kenning. And, if in hoiſing up of Wines they chance to leave open any of the Pipes, or other Veſſels, or that they faſten not the Ropes well at the ends of the Veſſel, ſo that the Veſſel ſlips and falls, and ſo is loſt; Or that falling on another Veſſel, both are loſt; In theſe Caſes, the Maſter and Mariners are bound to make them good to the Merchants, and the Merchants muſt pay the Fraight of the ſaid damnified or loſt Wines, becauſe themſelves are to receive for them from the Maſter and Mariners, according to the Value that the reſt of the Wines ſhall be ſold for. And the Owners of the Ship ought not to ſuffer hereby, becauſe the Damage hapned by default of the Maſter and Mariners, in not faſtening the ſaid Veſſels of Wine.

XXVII.

If two Veſſels go a fiſhing in Partnerſhip, as of Mackerels, Herrings, or the like, and do ſet their Nets, and lay their Lines for that purpoſe; the one of the Veſſels ought to imploy as many fiſhing Engines as the other, and ſo they ſhall divide the Profit equally, according to the Covenant made betwixt them. And, if it happen, that one of the ſaid Veſſels periſh with her fiſhing Inſtruments, and the other eſcaping arrive in ſafety; the ſurviving Relations or Heirs of thoſe that periſhed, may require of the other to have their part of the Gain, and likewiſe of their Fiſh and fiſhing Inſtruments, upon the Oaths of thoſe that are eſcaped. But they are to have nothing of the Veſſel it ſelf.

XXVIII.

If any Ship, or other Veſſel, ſailing to and fro, and coaſting the Seas, whether in the way of Merchandizing, or upon a Fiſhing Deſign, happen by ſome misfortune, through the Violence of the Weather, to run againſt the Rocks, and there to be ſhattered and broken, be in what Coaſts, Country, or Dominion ſoever; and the Mariners, Merchant or Merchants, or any one of them, eſcape and come ſafe to Land; In this Caſe the Lord of that Place or Country where ſuch misfortune hath hapned, ought not to hinder or oppoſe the Saving of as much of the Ship or Lading as may poſſibly be ſaved, by thoſe who have eſcaped as aforeſaid, or thoſe to whom the ſaid Ship and her Lading belong. But on the contrary, the Lord of that Place or Country ought, by his own Intereſt, and by thoſe under his Power and Juriſdiction, to be aiding and aſſiſting to the ſaid diſtreſſed Mariners and Merchants, in ſaving their Ship-broken Goods, and that without taking any thereof from them. Nevertheleſs there ought to be a Conſideration for the Salvers, according to Equity and a good Conſcience, and as Juſtice ſhall appoint; Notwithſtanding what Promiſe in that Caſe has been made to the Salvers by ſuch diſtreſſed Merchants and Mariners, as is declared in the fourth Law. And, in caſe any one ſhall do contrary hereunto, or take any part of the ſaid Goods from the ſaid poor, diſtreſſed, ruined, and Ship-broken Perſons, againſt their wills, or without their conſent, the ſame ſhall be Excommunicated by the Church, and ſhall received the puniſhment of Thieves, unleſs ſpeedy Reſtitution be made. And there is no Cuſtom or Statute whatever that can protect him againſt the ſaid Puniſhment.

XXIX.

When a Ship, or other Veſſel, entring into an Harbour, happens by misfortune to be broken and periſh, and the Maſter, Mariners, and Merchants on board her to be drowned, and the Goods thereof be driven aſhore, or floating on the Sea, without being ſought after by thoſe to whom they belong, not knowing any thing of the Diſaſter; In this doleful Caſe, the Lord of that place ought to ſend Perſons to ſave the ſaid Goods, and ſuch as ſhall be recovered he ſhall ſecure and put into ſafe Cuſtody. Which being done, he ought to take care (as much as in him lies) to give notice thereof to the Friends or next of Kin of the Parties ſo drowned; and to ſatisfie the Salvers according to their pains, not out of his own Purſe, but out of the Goods ſaved. And the remainder ſhall be left wholly to the ſaid Lord's cuſtody, for the ſpace of one Year, if in that time they to whom the ſaid Goods did appertain do not appear and claim the ſame. The Year being fully expired, the ſaid Lord ſhall publickly ſell and diſpoſe of the ſaid Goods (unleſs he pleaſe to ſtay a longer time) to ſuch as ſhall bid moſt; And the Moneys proceeding of the Sale thereof ſhall be converted to pious and charitable Uſes, as in relieving the Poor, in providing Marriages for poor Maids, and doing therewith ſuch other Works of Piety and Charity as is agreeable to Reaſon and a good Conſcience. And, if the ſaid Lord ſhould aſſume the ſaid Goods either in whole or in part unto himſelf, he ſhall by ſo doing incur the Curſe or Malediction of our Mother the Holy Church, with the foreſaid Penalties, without ever obtaining Remiſſion, unleſs he make Satisfaction.

XXX. If

XXX.

If a Ship happen to be loſt, either by ſtriking on ſome Rock or running aground, and the Mariners thinking to ſave their Lives ſwim to the Shore, and come thither half drowned, in expectation of Help; And, whereas it ſometimes happens, that in many Places they meet with people more inhumane, barbarous, and cruel than mad Dogs, who to get their Moneys, their Cloaths, and other Goods, do murder and deſtroy the poor diſtreſſed Mariners; In this Caſe the Lord of the Country ought to execute Juſtice on ſuch Malefactours, and to puniſh them in their Bodies and Goods. They ſhall be plunged into the Sea, until they be half dead; then being drawn forth out of the Sea, they ſhall be ſtoned, or knocked down, as one would do to a Wolf or a mad Dog.

XXXI.

When a Ship being under Sail, or riding at Anchor, in any Road, is overtaken by ſo violent a Storm, that it is thought expedient, for the lightning of the Ship, to caſt part of the Lading over-board, and that part of the Goods are thrown over-board, in order to preſerve the Ship, the Men thereof, and the reſt of the Lading; 'Tis to be underſtood, that the ſaid Goods ſo caſt over-board do become his that can firſt poſſeſs himſelf thereof, and carry them away. Provided the Merchants, Maſter, or Mariners (which muſt be firſt known and underſtood) did caſt the ſaid Goods over-board, without any hope or likelyhood of ever recovering them again, and ſo give them over as utterly loſt and forſaken, without ever making any purſuit after them. In which Caſe only the firſt Occupant becomes the lawful Proprietor thereof.

XXXII.

When a Ship, or other Veſſel, has caſt over-board ſeveral Goods or Merchandize, 'tis to be ſuppoſed the ſaid Goods were lockt up and made faſt in Cheſts; and, if they be Books, that they are ſo well ſecured and ſo well conditioned, that they may not be damnified by Salt-water: In ſuch Caſes, 'tis apparent, that they who did caſt ſuch Goods over-board do ſtill retain an Intention, Hope, and Deſire of recovering the ſame. And therefore whoever ſhall happen to find ſuch Things ſhall be bound to make Reſtitution thereof to him that ſhall make a legal Purſuit after them; or at leaſt to imploy them in charitable Uſes, according to a good Conſcience.

XXXIII.

If any Man happen to find in the Sea, or Sea-Shore, precious Stones, Fiſhes, or the like, which no Man was ever a Proprietor of; It becomes his own, becauſe he is the firſt finder.

XXXIV.

If any ſeek for Gold or Silver loſt on the Sea-Shore, and finds it, he ought to reſtore it all to the Owner, without any Diminution thereof.

XXXV.

And, if a Man going along the Sea-Shore to fiſh, or do any thing elſe, happens to find Gold or Silver, he is likewiſe obliged to make Reſtitution. Yet he may pay himſelf for his Daies-work; And, if he do not know whom to make Reſtitution to, he ought to give notice to the Neighbourhood, where he found the ſaid Gold or Silver. In this caſe, he muſt advice with his Superiours. And, if he be poor, they ought to conſider his Condition, and adviſe him to the beſt, according to true Godlineſs and a good Conſcience.

XXXVI.

Touching great (or Royal) Fiſhes that are found on the Sea-Shore, regard muſt be had to the Cuſtom of the Country where ſuch Fiſhes are found and taken. For the Lord of the Country ought to have his Share, according as the Cuſtom is. And the reaſon is, becauſe the Subject owes Obedience and Tribute to his Lord.

XXXVII.

Upon the finding of a great Fiſh, as aforeſaid, the Finder is no farther obliged than to ſave it, and bring it without the reach of the Sea; and then forthwith to make it known to the Lord of the Place, that he may come or ſend for his Share.

XXXVIII.

If the Lord of the Place pleaſe, and it be the Cuſtom of the Country where the ſaid Fiſh was found, he may cauſe the ſame to be brought to him that found it, or to the publick and open Market-place, and no where elſe. And there the ſaid Fiſh ſhall be appraiſed by the ſaid Lord, or his Deputy, according to Cuſtom. The Price being ſet, it ſhall be free for the Party that made not the Price, either to take or leave it. And, if either of them, whether *per fas*, or *nefas*, be an Occaſion of Damage to the other, though but to the value of a *Denier*, he is bound to Reſtitution.

XXXIX.

If the Coſts and Charges of carrying the ſaid Fiſh to the ſaid Market-place ſhould probably amount to a greater Sum than the Fiſh it ſelf may be worth; In ſuch Caſe the Lord of the Place ought to take his ſhare where the ſaid Fiſh was found. And the ſaid Lord ought to pay his *Quota* of the ſaid Coſts and Charges, for he cannot without Sin inrich himſelf by anothers Damage.

XL.

In caſe the ſaid Fiſh ſo found, as aforeſaid, chance to be loſt or ſtolen away, either before or after the ſaid Lord has ſeen the Fiſh; the Finder is not any way obliged to make it good.

XLI.

And, as in the Caſe of Fiſh, as aforeſaid, ſo the Cuſtom of the Country is to be obſerved in all other Things found by the Sea-ſide, which have been formerly in the poſſeſſion of ſome body or other; ſuch as Wines, Oyles, and other Merchandize, although they have been caſt over-board, and left by the Merchants, and ſo ought to appertain to him that firſt finds the ſame. But, if there be a Preſumption, that theſe Goods belonged to ſome Ship that periſhed; Then neither the Lord, nor the Finder, ought to take any Thing thereof ſo as to convert it to their own Uſe; but they ought to do therewith as aforeſaid, that is to do good to poor People. Otherwiſe they ſhall incur the Judgments of God.

XLII.

If a Ship, or other Veſſel at Sea, happen to find a great Fiſh, the ſaid Fiſh ſhall be wholly theirs that found it, in caſe no legal Purſuit be made after it. And no Lord of any Place ought to challenge or take any part thereof, though the ſaid Fiſh be brought into his Ground.

XLIII.

If a Veſſel, by ſtreſs of Weather, be forced to cut her Cables by the end, ſo as to leave behind her both her Cables and Anchors, and make to Sea as pleaſe the Wind and Weather; In ſuch Caſe the ſaid Cables and Anchors ought not to be as loſt to the ſaid Veſſel, if there were any Buoy at them. And ſuch as fiſh for them are bound to reſtore them, if they know to whom; but withall they ought to be paid for their pains, according to Juſtice and Equity. And, in caſe they don't know who to reſtore them to, the Lord of the Place ſhall take his Share, and the Salvers theirs. For it has been ordained, that every Maſter of a Ship cauſe to be ingraven, or ſet upon the Buoys thereof, his own Name, or the Name of his Ship, or of the Port or Haven whereof ſhe is. Which muſt needs prevent great Inconveniencies, and be of great advantage to many; Inſomuch that he who left his Anchor in the morning may poſſibly recover it again by night, And ſuch as ſhall detain it from him ſhall be counted no better than Thieves and Pyrates.

XLIV.

When a Ship, or other Veſſel, has the misfortune to be wracked and periſh; In that Caſe the broken pieces of the Ship, as well as the Lading thereof, ought to be reſerved and kept in ſafety for them to whom it belonged before the Shipwrack, any Cuſtom

Cuſtom to the contrary notwithſtanding. And all Partakes, Abettors, or Contrivers in the ſaid Wrack, if they be Biſhops, Prelates, or Clerks, they ought to be depoſed and deprived of their Benefices reſpectively. And, if they be Lay-men, they are to incur the Penalties aforeſaid.

XLV.

But that is to be underſtood of a Ship or Veſſel that hath not practiſed Robbing upon the Sea; and whoſe Mariners are not Pirates, Sea-Rovers, or Enemies to our holy Catholick Faith. For in this Caſe, one may make a Prey of ſuch People, and deſpoil them of their Goods, without any Puniſhment for ſo doing.

THE Sea-Laws of WISBY.

WISBY *is the chief Place of* Gothland, *an Isle in the* Baltick *Sea, under the Crown of* Sweden. *This Island is situate over against* Calmar, *a strong Town in the Continent of* Gothland; *in length* 18 *Dutch Miles, and five in breadth. The Soil of it is rich, but more fit for Pasturage than Tillage. It yields great Herds of Cattel, store of Game for Hunting, plenty of Fish, excellent Marble, and abundance of Pitch, which it sends to other Countries.*

Wisby, *the chief Harbour of the whole Island, was heretofore a Place of very great Trading, and as much frequented by Merchants as most in* Europe. *The Trade removed hither from* Wollin *in* Pomeren (*destroyed by* Waldemar *I. of* Denmark, Anno 1170.) *made it flourish mightily, the greatest Traffick of the* Baltick *being managed here. But afterwards becoming unsafe, by reason of the long and continual Wars betwixt* Denmark *and* Sueden *for the Possession of this Isle, the Factory was transferred unto other Places. For, being conveniently seated to annoy the* Swedes, *the* Danes *have much contended for it, and sometimes possessed it. But at the present it is in the hand of the* Swedes, *much decay'd, and neither so well peopled, nor so rich as formerly.*

Some Swedish *Historians affirm, That the Sea-Laws of* Wisby *were observed, as Universal Laws, in all the Seas, Ports, and Harbours of* Europe, *even to the very Streights of* Gibraltar, *which divide* Europe *from* Africk; *and seem to make them almost as ancient as the Laws of* Oleron.

Whereas the French *pretend, they were only made upon the Model of the Laws of* Oleron, *and that a long time after. And, though the Date of the Laws of* Oleron *were only fetched (which ought not to be) from the Copy thereof Printed at* Rouen, Anno 1266, *yet there will be found a considerable Disproportion of Time. For, as my* French *Author says, 'tis apparent that, even in the Year* 1288, Wisby *had not so much as the form of a Town, being neither Walled, nor fortified with Towers or Bastions. The Inhabitants thereof were then but Strangers resorting thither from several Parts; being so far from having any Power abroad, that they were not so much as Masters at home. For they were perpetually at Daggers drawing with the Islanders, whose Rights they encroached upon. Till at last* Magnus, *King of* Sweden, *took them into his Care, favoured them with his Protection, and made them a Corporation, some time after the said Year* 1288. *Neither does it appear, says my Author, that since the Beginning of the* French *Monarchy, the* Goths *and* Swedes *have ever had any Power or Authority in the Sea-Coasts of* France. *From whence he concludes, That the* Swedes *ow their Sea-Laws to the* French, *and that they borrowed them from the ancient Dukedom of* Aquitain.

I.

IF a Mariner, whether he be a Pilot, Mate, or common Sea-man, being hired by a Master, does afterwards leave him; the said Mariner ought to restore so much of the Pay as he has received, and withall pay a Moity of the Salary agreed upon for the whole Voyage. And, if a Mariner binds himself to two several Masters, the first that hired him may challenge him, and compel him to go the Voyage. Nevertheless the said Master shall not be obliged to pay him any Wages or Salary for the whole Voyage, but that is left to his Discretion.

II.

Any Pilot, Mate, or common Sea-man, that does not underſtand his Place, or is not ſufficiently qualified for it, ſhall be bound to reſtore to the Maſter what Mony he has advanced him, and withall the Moity of what has been agreed upon.

III.

A Maſter may put away a common Sea-man without any lawful Cauſe, before his Departure, paying the ſaid Sea-man the Moity of what has been agreed upon. But, if he be ſet out from the Harbour, and have begun the Voyage, the Maſter that puts him away without a Cauſe is bound to pay him his full Wages.

IV.

All Mariners are forbidden to ly aſhore in the Night, without the Maſter's Leave, and that under the Penalty of two *Deniers*. They are alſo prohibited, under the ſame Penalty, to go off in the Ship-boat by Night.

By a Denier *is meant here a Silver* Denier, *whereof three makes a* Gros, *and eight* Gros *go to an Ounce.*

V.

The Mariners ſhall have four *Deniers* a Laſt for Lading, and three *Deniers* a Laſt for Unlading, and that ſhall be their Salary for Hoiſing of Goods.

But that is no ſtanding Rule, by reaſon the Value of Coins is variable.

VI.

'Tis prohibited to Arreſt any Maſter, Pilot, or Sea-man in the Ship for any Debt, when they are ready to ſet Sail. But a Creditor ſhall be free to execute, ſeize, and ſell whatever he ſhall find in the Ship belonging to his Debtor.

VII.

When a Ship is fraighted for the whole Summer, the Fraight ſhall expire upon S. *Martlemas* Day, the eleventh of *November*.

VIII.

Whoſoever ſhall make uſe of another man's Lighter, without his Leave, ſhall be liable to the Penalty of four Pence payable to the Owner, beſides the Days-Journeys; unleſs it be upon an urgent Occaſion, as in caſe of Fire, or the like.

IX.

In caſe any Perſon deſire to call a Mariner to an Account, and make him acknowledge a Debt, or the like, he ought not therefore to carry Strangers aboard; but he may make uſe of the People that are in the Ship. The ſame Rule is to be obſerved in a Voyage, for making of any Covenant that requires Witneſſes.

X.

It is not lawful to ſell, or ingage a Ship fraighted; but one may fraight her to another for the ſame Time, and the ſame Voyage.

XI.

If a Ship fraighted for a Voyage be made uſe of for a longer Voyage, or for ſeveral Voyages, in caſe there be no Proteſt againſt it, and the Ship ſuffers any Damage in the Voyage not allowed of, the Damage ſhall be equally paid.

XII.

If a Maſt, Sail, or any Tackling of the Ship chance to be loſt by misfortune, the Ship being under Sail, or otherwiſe, it ſhall be to the Maſter's Loſs. But, if the Maſter be forced to cut it down, in this Caſe the Ship and her Lading ſhall make good the ſame.

XIII

A Maſter ought not to ſell the Ship he is Maſter of, nor any of the Tackling, without the Leave of the Merchants and Owners thereof. But, if the Maſter be ſtraitned for want of Proviſions, he may ingage ſome Cables and Cordage, and that muſt be done with the Mariners advice.

XIV.

When a Maſter is in an in Harbour, he ought not depart, or to ſet Sail, without the advice and conſent of the greateſt part of the Mariners. Otherwiſe, if any Damage ſhould happen in the Voyage, he ſhall be anſwerable for the ſaid Damage.

XV.

The Mariners are bound to ſave and preſerve the Merchandize to the beſt of their power; and, whilſt they do ſo, they ought to have their Wages paid them, otherwiſe not. Neither is it lawful for a Maſter to ſell the Cordage, without the Merchants Leave; but he is bound, at his Peril, to preſerve the Whole, as far as in him lies.

XVI.

The Merchants ſhall be free at any time to take their Merchandize out of the Ship, provided they pay for the Fraight, or give the Maſter Content any way. Otherwiſe the ſaid Maſter may get his Ship fitted up (in caſe that may be compaſſed in a ſhort time) to finiſh his Voyage. But, if he cannot compaſs it, he may remove the Merchandiſe into other Veſſels, to be conveyed to the Place appointed, for which he ſhall have his Fraight paid.

XVII.

No Sea-man (or Mariner) ſhall go out of the Ship, without the Maſter's Leave, but he ſhall be liable to make up the Damage that may enſue thereby. Unleſs the Ship, being driven to Shore, be moored with four Anchors. In which Caſe Seamen may leave the Ship, provided they do ſpeedily return.

XVIII.

If a Mariner, being aſhore about the Maſter's or the Ship's Buſineſs, happen to be wounded, the Ship ſhall be at the Charge of his Cure. But, if he went to Shore for his Pleaſure, and there be wounded, the Maſter may put him away. And the ſaid Mariner ſhall be bound to make Reſtitution to the Maſter of what he ſhall have received from him, and pay him moreover whatever he muſt give another to take his Place.

XIX.

In Caſe a Mariner falls ſick, and that it is thought convenient to carry him to Shore, the Law is, That the ſaid Mariner ſhall be there kept and maintained as if he were on Board, and attended by a Ship-boy. If he recover, his Wages ſhall be paid him to the full; and, if he die, his Wages ſhall be paid to his Widow, or to his next Heir.

XX.

If by Streſs of Weather there be a Neceſſity to caſt ſome part of the Lading overboard, and the Merchant will not give his Conſent to it, the Caſting nevertheleſs ſhall be allowed of; provided the Mariners do approve of it, and that the third part of them (being come home) do make it out by Oath, That they were forced to do it, to ſhun an imminent Danger, and to ſave their Perſons. And the ſaid Merchandiſe ſo caſt as aforeſaid ſhall be upon the Account of the Ship or Merchandiſe, at the ſame Rate as the Merchandiſe that remains ſhall be ſold for.

XXI.

When a Maſter thinks fit to caſt part of the Lading over-board, he ought, in the Merchants abſence, to take firſt the Advice of the Pilot, and of the major part of the Mariners; and the Whole ſhall be upon the Account of the Ship and Merchandiſe.

XXII.

The Maſter and Mariners are bound to ſhew unto the Merchant the Cordage and the Hoiſing Inſtruments. If they fail herein, and any Damage enſue thereupon, they ſhall be obliged to make it up. But, if the Merchants, having ſeen the ſame, be ſatisfied therewith, and any Damage enſue thereupon, it ſhall be all upon their Account.

XXIII

XXIII.

In caſe the Ship be ill laden, and that by the Maſter's Default, for want of well governing the ſaid Ship, the Wine be loſt, the ſaid Maſter ſhall be liable to make up the Loſs. But, if the Mariners do declare to the contrary upon Oath, the Loſs ſhall be the Merchant's.

XXIV.

Fighting amongſt Seamen, and giving one another the Lye, is prohibited. He that ſhall give another the Lye ſhall pay four *Deniers*; And, if it be a common Seaman that gives the Maſter the Lye, he ſhall pay eight *Deniers*. He that ſtrikes the Maſter ſhall pay an hundred Pence, or elſe ſhall loſe his Hand. If the Maſter gives the Lye, he ſhall pay eight *Deniers*; and if he ſtrikes, he ſhall receive blow for blow.

XXV.

A Maſter may put away a Mariner, for a lawful Cauſe. But, if the ſaid Mariner is willing to make amends according to the Judgment of the reſt, and the Maſter refuſe it, the ſaid Mariner ought to leave the Ship. Nevertheleſs he ſhall be free to follow the Ship to the Place appointed, and there his Wages ſhall be paid him, as if he had ben in the Ship. And, if the Maſter does take in his place another Mariner not ſo well qualified, and that Damage enſue thereupon, the Maſter ſhall be bound to make it up.

XXVI.

If a Ship, riding at Anchor in an Arbour, be ſtruck or grappled by another Veſſel and Sail, carried by the ſtrength of Wind, or by the violence of Currents, and thereby receive Damage either in her Bulk or Lading; In ſuch Caſe the ſaid Damage is to be in common, and to be equally divided half by half. But, if the Thing be done with a Deſign, or by the fault of the Ship, that Ship alone ſhall pay for the Damage. The Reaſon is, becauſe ſome poſſibly having an old decay'd Ship, might keep her out of a Deſign in the way, that the Ship being indamaged or ſunk, may be paid for more than ſhe was really worth. Therefore 'tis ordered, that the Damage ſhall be equally divided half by half, that both Ships may take the more care, and keep from Harms way.

XXVII.

When a Ship rides at Anchor in an Harbour, where there is ſo little Water that the Ship touches the Ground, and another Ship comes to caſt Anchor near that; If the Men of this laſt Ship be required by thoſe of the firſt to hoiſe up and remove their Anchor further off, and they refuſe to do it; In ſuch Caſe, the Men of the firſt Ship have a power to do it themſelves; And, if they be hindred by the laſt comers, theſe muſt repair all the Damage that ſhall happen thereby.

XXVIII.

All Maſters of Ships are prohibited to ride at Anchor in any Harbour, without a Buoy, or ſome other Anchor-mark. If they do, they are anſwerable for the Damage that all other Ships may receive from their Anchors.

XXXIX.

In all Voyages wherein Wine may be had, the Maſter is obliged to give the Seamen Wine, and then they ſhall have but one ſet Meal a Day allowed them. But, where they drink nothing but Water, they ſhall have two Meales a day.

XXX.

When a Ship is freighted, the Maſter ought to appoint and ſhew to the Seamen a Place to put in their Goods. And then they ſhall be bound to declare, whether they will freight by themſelves, or be allowed at the Freight of the Ship.

XXXI.

When the Ship is arrived at the Place appointed, if the Mariners will have their Wages paid, thoſe that have neither Cheſt, nor Quilt, nor any other Moveables on Board equivalent to their Salary, ſhall give a Security to the Maſter, how they ſhall ſerve him to the end of the Voyage, or till the Ship be come home.

XXXII.

XXXII.

The Mariners (or Seamen) that are to be paid out of a certain proportion of the Freight, are obliged to attend the Ship, in caſe the ſaid Ship finds no Freight at the Place appointed, and that ſhe muſt go further to find a Freight. But the Seamen that have a ſet Salary ſhall be conſidered, according to Equity.

XXXIII.

The Ship having caſt Anchor, the Seamen are free to go on Shore one after another, or two at once; and there they may carry their Dinner, and a competent Proportion of Bread, but no Drink. However they ought not to make a long ſtay there. For, if either the Ship or the Lading thereof ſhould receive any Damage by reaſon of their abſence, they are bound to make it up. And, if any of the Men ſhould chance to hurt himſelf, or get any miſchance, in doing any buſineſs relating to the Ship-ſervice, the Merchant muſt be at the charge of his Cure, and ought to indemnifie him, upon the Teſtimony of the Maſter, Pilot, or Mariners.

XXXIV.

When a Ship is freighted to a Merchant, upon condition that he ſhall lade the Ship within a certain time; if he fails to do it, and puts it off a fortnight longer, or more, inſomuch that the Maſter, by the ſaid Merchants delays, loſes the Opportunity of his Freight; in ſuch Caſe the ſaid Merchant ſhall be bound to conſider the ſaid Maſter for the Delay, Coſts and Damage, one fourth part whereof ſhall belong to the Mariners, and the three other fourth parts to the Maſter.

XXXV.

If the Maſter falls ſhort of Money in his Voyage, he muſt ſend home for ſome; but he muſt not loſe a fair Opportunity to continue his Voyage. For, if he did, he ſhould be liable to give the Merchant Satisfaction for the Damage ſuſtained by ſuch a Delay. But, in caſe he be very much ſtraitned, he may ſell a parcel of the Merchandiſe; and, when he comes to the Place appointed, he ſhall account to the Merchant the ſaid Merchandiſe at the ſame rate as the Remainder ſhall be ſold. And he ſhall have his Fraight paid, as well for the Merchandiſe ſold by him as aforeſaid, as for all the reſt.

XXXVI.

The Maſter coming into an Harbour ought to make it his principal Care to find a good Place for his Ship, to moor her well, and in a good place. For, if for want of this Care the Goods ſhould be ſpoiled or damnified, he muſt make it good to the Merchant.

XXXVII.

When a Ship is indamaged by hard Weather, if the Merchant, Maſter, or Seamen think ſhe may be ſo repaired as to go on and finiſh the Voyage, they may do it, and continue their Voyage. If not, the Maſter ſhall have his Fraight paid him for the Goods ſaved, and that turn only to the Merchants Profit. But, if the Merchant be ſhort of Mony, and the Maſter will not give him Credit, the ſaid Maſter ſhall take Goods in Payment, at the ſame rate as the reſt of the Goods ſhall be ſold by the Merchant.

XXXVIII.

The Maſter, though the Danger be never ſo great, ought not of his own accord caſt any Goods over-board, but he muſt in the firſt place acquaint the Merchant with it. But, if the Merchant refuſes to give his Conſent, he may venture to do it; provided that he has the Concurrence therein of two or three of the ableſt Mariners. And theſe ſhall be believed upon their Oath, that it was requiſite and neceſſary to caſt Goods over-board, thereby to lighten and to ſave the Ship. And, in caſe there be no Factor nor Merchant on Board, the Maſter and the major part of the Mariners may do as they ſhall think fit.

XXXIX.

The Merchandiſe caſt over-board ſhall be paid at the ſame Rate as the Reſt ſhall be ſold by the Merchant, the Fraight being deducted and paid.

XL.

The Maſter, upon the Caſting of Goods over-board, ſhall pay his ſhare of the Goods ſo caſt, either to the full Value of the Ship, or of the whole Fraight, as the Merchant ſhall think beſt; and the Merchant, to the Value of the Merchandiſe ſaved. But ſo that the Merchant ſhall be free (if he pleaſes) to take the ſaid Ship at the ſame Rate as ſhe has been appraiſed by the Maſter.

XLI.

If any one in the Ship hath Mony, or any Commodity in his Cheſt, he is bound to declare it before the Caſting. And, by ſo doing, he ſhall be paid for the ſaid Commodities to the full Value thereof; and, for his Mony, he ſhall have two *Deniers* for one.

XLII.

If any one has Mony in his Cheſt, let him take it out, and carry it about him, and he ſhall pay nothing.

XLIII.

If a Cheſt be caſt over-board, and the Owner thereof do not declare what is in it, the Cheſt ſhall be lookt upon as empty; and nothing but the Wood thereof, with the Iron-work (if there be any) ſhall come within the reach of the Contribution.

XLIV.

In caſe there be Occaſion for a Pilot of the Country, and the Merchant refuſe to give his Conſent to it; it ſhall be done however as the Maſter, the Ship-Pilot, and the major part of the Mariners ſhall think convenient. And the Pilot of the Country ſhall be paid at a reaſonable rate, and his Pay ſhall be upon the account of the Ship and Lading.

XLV.

When a Maſter is ſo ſtraitned, as to Mony and Proviſions, that to ſupply the preſent Occaſions of the Ship, he is forced to ſell part of the Merchandiſe therein, or to take up Mony by Bottomary; he ought to pay at the Place where he ſhall arrive at in fifteen Days time, *viz.* the Merchandiſe at a reaſonable rate, neither too high nor too low. Upon Default whereof, if the Ship be ſold, and another Maſter be put in his place, the Merchant to whom the Merchandiſe belonged, or the Creditor that has lent the Mony, ſhall have a Right to the Ship, by way of Mortgage, within a Year and a Day.

XLVI.

The Ship being laden, the Maſter muſt not take in any more Goods, without the Merchants Leave. And, if he fails herein, in caſe there be a Caſting of the Goods over-board, he ſhall be a Loſer by ſo much more Commodities as he hath taken over and above. Therefore, upon the Lading of the Ship, he ought to declare and to ſay thus unto them, Sirs, I intend to take ſuch and ſuch Goods in ſuch a Place.

XLVII.

The Mariners are bound to preſerve and take care of the Goods, at the Requeſt of the Merchants, Maſter, and Pilot.

XLVIII.

For the taking care of the Goods, the Mariners ſhall be paid every time they ſhall ſtir the Corn a *Denier* for every Laſt. And, if they refuſe to do it, ſo that the Corn comes to be indamaged, they are bound to make up the Damage, according to the Judgment of the Maſter and Pilot. As for the Unlading, they ſhall have a *Denier* for every Laſt, and the like ſhall be allowed them for all other Commodities whatever.

XLIX.

The Mariners ought to ſhew to the Maſter the Cordage uſed for hoyſing up of Goods, and to acquaint him with any Thing that is wanting therein, to the beſt of their Knowledge. And, if the Maſter neglects it, the Damage inſuing thereby ſhall be upon his account. But, if the Mariners fail in their Duty herein, they ſhall be anſwerable for the Miſchances that ſhall happen thereby.

L.

When two Ships fall foul upon one another accidentally, the Damage inſuing thereupon ſhall be equally divided. But, if the Men of either Ship have done it wittingly or wilfully, in ſuch Caſe that Ship ſhall pay the whole Damage.

L I.

And, to obviate all ſuch Periclitations, all Maſters of Ships are charged to faſten Buoys with Cables to their Anchors. Upon Default whereof, they ſhall pay all the Damages which ſhall happen thereby.

L II.

The Ship being arrived at her Port of Diſcharge muſt be unladen, and the Maſter ought to be paid within eight or fifteen Daies at furtheſt, according as the Voyage is.

L III.

If a Ship fraighted for an Harbour doth put into another, the Maſter to clear himſelf, muſt declare upon Oath, together with two or three of his ableſt Mariners, that he was forced into that Harbour by ſtreſs of Weather, or otherwiſe. And upon that the Maſter may take his Courſe again, and finiſh his Voyage; or elſe he may ſend the Lading by other Ships at his own Coſts and Charges, and then he ſhall be paid for his Fraight. But the Merchant ought to pay the Cuſtoms of his Merchandiſe.

L IV.

All Mariners are prohibited to go out of the Ship, and to leave her after the Voyage, and the Unloading of the Ship, till the ſame be unrigged, and ſufficiently ballaſted.

L V.

If a Ship chance to run aground, the Maſter may cauſe part of the Cargo to be tranſported into other Veſſels, and the Charge thereof ſhall be upon the account of the Ship and her Lading. Nevertheleſs the Maſter and two or three more of his Men ſhall be bound to take their Oaths, that they were forced to do it to ſave the Ship and her Lading.

L VI.

When a Ship is come within a River, or within an Harbour, and proves to be too much laden to get up the River; the Maſter may cauſe part of the Goods to be taken out of the Ship, and ſend them up in Lighters and Ship-boats. And in this Caſe the Maſter ſhall pay the two thirds of the Charge, and the Merchandize the other third. But, if the Ship being quite unladen proves ſo heavy that ſhe cannot get up, the Maſter ſhall pay the whole Charge.

L VII.

When the Merchandize is let down into Lighters to be carried to ſhore, if the Maſter queſtions either the ability or honeſty of the Merchant; the ſaid Maſter may ſtop the Lighter, and make them ſtay near the Ship, till ſuch time as the Merchant has paid the whole Freight, and cleared all the other Charges.

L VIII.

The Lighters or Ship-boats ſhall be diſcharged in five worky-days.

L IX.

A Ship riding at Anchor before an Harbour, which the Ship-Pilot is not well acquainted with, the Maſter ought to ſend for a Pilot of thoſe parts on board his Ship; and the pay of this Pilot ſhall be upon the account of the Ship and Lading.

L X.

Alſo, when a Ship is come to an Harbour, in order to go up a River, the Maſter may take a Pilot of thoſe Parts. And then the Maſter ſhall find him the Victuals, and the Merchant his Pay.

L XI.

When a Mariner is fled from his Maſter, and is run away with the mony he received from him, if the ſaid Mariner can be ſecured, his Tryal ſhall be made; and, upon

upon the Evidence of two other Mariners, he ſhall be ſentenced to be hanged.

LXII.

If a Mariner be found to be infected with any contagious Diſeaſe, the Maſter is free to leave him in the firſt place he ſhall arrive at, and ſhall not be bound to pay him any Wages; Provided the Sickneſs be clearly proved, by the Depoſition of two or three Mariners.

LXIII.

If a Pilot, or common Seaman, buy a Ship, or if he be made Maſter of a Ship, he ſhall be diſcharged from his Maſter's Service, by making him a full Reſtitution of what he has received from him. The ſame Rule is to be obſerved, in caſe the ſaid Pilot or Seaman does marry.

LXIV.

If the Maſter and the Owner be at variance, inſomuch that the latter refuſe to find his *Quota*; the Maſter notwithſtanding may undertake Voyages in the Ship, paying what ſhall be thought reaſonable for the Mariners.

LXV.

In caſe the Maſter be at the charge of repairing the Ship, or of buying any thing for the Service thereof, he ſhall be reimburſed, and every Part-Owner ſhall pay his ſhare.

LXVI.

If the Maſter be forced to give the Owner Security for the Ship, the Owner on the other ſide (to ballance the Buſineſs) ought to give Security for the Maſter's Life.

LXVII.

When two Ships by miſchance fall foul upon one another, and that one of them comes to be loſt thereby, the Goods ſo loſt that were in both Ships ſhall be appraiſed and paid *pro ratâ*. The ſame Rule ſhall be obſerved as to the two Ships, ſo that the damage of the one and the loſs of the other ſhall be made up to the full.

LXVIII.

In caſe of Neceſſity, the Maſter may ſell part of the Merchandize, to make Mony of for the preſent Occaſions of the Ship. And, if the Ship afterwards happen to be loſt, the ſaid Maſter ſhall be bound nevertheleſs to make good the ſaid Merchandize to the Merchant, and muſt not expect any Freight for the ſame.

LXIX.

When the Maſter is forced to ſell any of the Merchandize, he is bound to pay it at the ſame rate that the remaining Goods ſhall be ſold for when they come to their Port of Diſcharge. But then the Maſter ſhall have his Freight paid him for Merchandize ſo ſold as aforeſaid.

LXX.

When a Ship under ſail endamages another by running upon her, if the Maſter and Mariners of the firſt give it under their Oaths, that they did not do it wittingly or wilfully, and that they could not help it; In this Caſe the damage ſhall be paid in common. But, if the ſaid Maſter and Mariners decline taking their Oaths, the Damage ſhall be wholly paid by the Ship that ran upon the other.

THE SEA-LAWS OF THE HANSE-TOWNS.

THE HANSE-TOWNS *are well known to be free and Imperial Towns, associate in point of Commerce, and injoying a Community of Priviledges.* Lubeck, Brunſwick, Dantzick, *and* Cologne *were the firſt that contrived this Community, and that made a League Offenſive and Defenſive for the Preſervation thereof. Thus, by the* Lex Pompeia, *the Towns of* Bithynia *had the Liberty to impart to each other* Jus Civitatis; *and 'twas in the ſame manner that an Egyptian King,* Ptolomy Philopator, *made the Jews of* Jeruſalem *Citizens of* Alexandria.

Now this Community of Priviledges, betwixt the ſaid Hanſe-Towns, viz. Lubeck, Brunſwick, Dantzick, *and* Cologne, *was kept ſo faithfully, and proved ſo very beneficial to them, that all other free Towns of the Empire, both Maritime, and ſuch as were ſeated on navigable Rivers, did earneſtly deſire to joyn with them, and be admittted on the ſame Terms into their Society. Inſomuch that they reckon at preſent no leſs than 72 Hanſe-Towns, and ſome* 81.

Theſe Towns are ſo knit together, by their common Intereſt, that the Citizens of any one of them are fellow-Citizens to all the reſt, enjoying in point of Trade the ſame Priviledges and Immunities, and paying no manner of Cuſtom or Impoſt within the Juriſdiction of the Hanſe; except thoſe ſmall Acknowledgments, or Homages of old, which ſtood before their Admiſſion into this Society. And, by vertue of their League, ſo ſtrict is their Union, that the Wrong done to one of the Hanſe-Towns is lookt upon and reſented as done to them all.

For the Conveniency of Trade, theſe Confederate Towns have three Factories, or Houſes of Commerce, where the Merchants keep their Store-houſes, Factors, and Commiſſioners, viz. *in* Novogrod *a Town of* Moſcovy *for the Trade of thoſe Parts, in* Bergen *a Town of* Norway, *and in* Antwerp *in the Low-Countries.*

Theſe Factories, or Houſes of Commerce, are ſtately Buildings, containing three or four hundred Lodging Rooms very well furniſhed, with Cloſets, Galleries, Porches, and Cellars which ſurround a great Court. There are alſo Garrets, and all Things convenient, to receive all ſorts of Merchandiſe and Proviſions. For the ordering of which the Merchants keep there a great number of Servants and Officers, beſides a Conſul and a Secretary.

Merchants that are married may not tranſport themſelves to any of thoſe Factories. But they ſend their Sons thither, to be brought up to the knowledge of Languages, Arithmetick, and other ſorts of Learning; there being a School kept to that purpoſe, plentifully endowed.

Formerly the Hanſe-Towns had a Factory at London, *which they called* Stalhof, *or the Houſe of Steel, becauſe none but They brought Seel into* England. *But in the Reign of Queen* Elizabeth, *when their Commodities were fain to pay Cuſtom, they choſe rather to quit the Place, and leave their Factory, than to ſuffer a Breach to be made in their ancient Priviledges. Whereupon* Rodolphus, *the then Emperour, diſſatisfied with the Queen's Proceeding, baniſhed all the Engliſh that were within the Bounds of the Empire. 'Tis true the Queen was willing that the Hanſe-Towns ſhould continue their Trade in* England, *upon Condition that they ſhould pay the ſame Cuſtom as her own Subjects did, and that all Engliſh Merchants ſhould be Partakers of the Immunities and Priviledges of the Hanſe-Towns. But theſe Conditions were denied.*

Bruges,

Bruges, *in* Flanders, *had alſo a Factory: But being three Leagues off from the Sea, and having nothing but a ſmall artificial River, (beſides other Conſiderations cited by* Werdenhagden, de Rebuspublicis Hanſeaticis, Parte 4. Cap. 18.) *the great Commerce of* Bruges *was in the Year* 1516 *removed to* Antwerp; *where the ſaid Merchants of the Hanſe-Towns do ſtill keep their Factory.*

The chief Place of the Hanſe-Towns is Lubeck, *near the Baltick Sea, and in the Borders of* Holſtein. *A City wherein Trade hath a long time flouriſhed; and withal ſo beautiful, that there is ſcarce a Town in* Germany *which can equalize it, either for the Beauty and Uniformity of the Houſes, the pleaſant Gardens, fair Streets, and deligtful Walks without the Walls; or for the Citizens themſelves, who are much commended for their Civility to Strangers, and ſtrict Execution of Juſtice without Partiality.*

This Town, being at firſt but a goodly Burrough, was greatly improved by the Care of Adolphus, *Earl of* Holſtein; *by whom, and his Succeſſors, it was ſo well priviledged, that in a ſhort time it bid Defiance to its Founders.* Anno 1161. *the Emperor* Frederick *I. made it a free City of the Empire, the chief of all the Sea-Towns of* Germany; *and granted it withal all thoſe Franchiſes, Priviledges, and Immunities, that are now enjoy'd in common by all the Hanſe-Towns. He gave it Power, amongſt other Things, to keep Factories at* London, Bruges, Novogrod, *and* Bergen; *therefore the other Hanſe-Towns look upon it as the chief Place of their Society.*

'Tis in this Place that the general Concerns of the Hanſe-Towns are deliberated and agreed upon. Here it was that in the Year 1371. *the* Brunſwick *Merchants, and in the Year* 1387. *the* Flemiſh, *were excluded from the Society of the Hanſe-Towns, upon their raiſing new Cuſtoms. But they were ſince reinſtated, that is, when their Acts for the ſaid Cuſtoms were repealed.*

'Tis in this Place likewiſe that the Deputies of the Hanſe-Towns agreed upon Sea-Laws for the Benefit of Navigation, Anno 1597. *and that upon the Model of the Laws of* Wisby, *only with ſome Additions. For, as the Sea-Laws of* Wisby *added ſomething to Thoſe of* Oleron, *ſo the Laws of the Hanſe-Towns improved Thoſe of* Wisby. *This will appear by the following Liſt, an Abridgement whereof has been preſented already (but ſomething imperfect) in the Firſt Part of this Book, Chap.* 33.

I.

NO Maſter of a Ship ſhall undertake to cauſe a Ship to be built, before he be ſure of Part-owners, who muſt be Citizens and Inhabitants of one of the Hanſe-Towns; unleſs he is able to do it alone at his own Coſts and Charges. In default whereof he ſhall be liable to the Penalty of half a Dollar a Tun, for ſo many Tuns as the Ship ſhall carry.

II.

Neither ſhall the ſaid Maſter take upon him to build a Ship, though he be ſure of his Partners, before they have agreed together, and concluded of what Burden the Ship ſhall be built, and in what manner, and this to be done all in Writing; upon pain of paying the fourth part of a Dollar for every Tun.

III.

Likewiſe the Maſter ſhall not undertake to make any Reparation to the Ship, Sails, or Cordage, unknown to the Owners, unleſs it be in a forein Country, and in caſe of Neceſſity. Otherwiſe all the Charges of it ſhall be his own.

IV.

The Maſter of a Ship ſhall have no power to buy any Thing for the Ship, but in the preſence and with the Conſent of one or two of the Part-Owners, upon pain of a Dollar. Neither is it lawfull for the Maſter or any of the Owners to buy any any Thing for the Ship upon Truſt, to the prejudice of the other Owners, that are willing to buy and pay for their Share ready mony.

V.

A Memorandum ſhall be made of all Things requiſite to the fitting up of the Ship, in order to have them bought by the Maſter and Part-Owners joyntly.

VI.

The Maſter is to buy the Whole at the beſt hand, without fraud or deceit, upon pain of corporal Puniſhment; and the ſaid Maſter ſhall write down in his Day-book both the Name and Abode of thoſe of whom he bought it.

VII.

If the Maſter, or any Seaman, keep back any Merchandiſe, Sails, or Cordage, or any of the Freight-mony, he ſhall be taken into Cuſtody, and ſuffer Puniſhment, as a Thief, according to the nature of the Fact.

VIII.

Neither ſhall they buy Proviſions dearer than others buy it, but at the ſame rate as the other Inhabitants of the Town may have them. All which they ſhall get carried to the Store-houſe of the Owners of the Ship, there to remain till the ſaid Ship be ready to depart.

IX.

All Maſters of Ships are hereby forbidden, to ſell again any of the Ships Victuals or Proviſions, upon pain of being puniſhed as Thieves. Except only to ſuch other Ships as, being far from any Land, are ſtraitned or in great danger for want of Proviſions; whereof however they muſt give a faithful account to the Owners.

X.

The Maſter of a Ship is bound, at his return from his Voyage, to conſign and put into the hands of the Owners whatever Proviſions and Ammunitions ſhall be left in the ſaid Ship.

XI.

Two or three days after the Ship ſhall be laden, the Maſter is bound to ſet Sail, if the Wind be favourable, upon pain of two hundred Florins. And, if any of the Owners ſhould then fail to find his *Quota*, he ſhall be liable to the ſame Penalty. And in ſuch Caſe the Maſter may take up mony upon Bottomry, to take up the Share of the delaying Part-Owner. The Merchants on their ſide ſhall load within the time agreed on, upon forfeiture of the whole Freight, if the Maſter ſhould go the Voyage with his Ship empty, and only laden with Ballaſt.

XII.

When the Maſter will give up his Account, he ſhall acquaint therewith all the Owners, upon forfeiture of two Dollars.

XIII.

The Maſter ſhall not ſhip any Merchandiſe alone, nor with the Conſent only of ſome of the Part-Owners, unknown to the reſt; and that upon pain of Confiſcation and Puniſhment.

XIV.

The Owners may put away the Maſter, if there be any lawful Cauſe; but then his Share in the Ship ſhall be paid him, at the ſame Rate he bought it.

XV.

All Owners are hereby forbidden to take a Maſter for their Ship, unleſs he produce a Teſtimonial, that he is diſcharged from his former Owners in a decent manner, upon pain of five and twenty Dollars.

XVI.

Before a Maſter of a Ship ſhall hire any Pilot or Mariner, he ought to agree with the Owners what Wages he ſhall give him, upon Forfeiture of five and twenty Dollars.

XVII.

When Ships do enter into Admiralty one with another, they ſhall be bound to keep together, as far as in them lies, and to ſtay for each other; upon pain of making good all the Damage that any one or more of the Company ſhall receive from Pyrates or any Enemy whatever.

XVIII.

No Maſter ſhall hire a Mariner, before he has ſeen a Certificate from his former Maſter,

Maſter, ſhewing how faithfully he has ſerved him, upon pain of two Dollars. Unleſs it be in a ſtrange Country, and that in caſe of Neceſſity.

XIX.

The Maſters are bound to give their Mariners a Certificate anſwerable to their Skill and good behaviour. And, if there be Cauſe of Denial, the buſineſs ſhall come to a ſpeedy Trial, upon Forfeiture of two Dollars.

XX.

When a Ship is forced to ſtay or winter in a ſtrange Country, In ſuch Caſe the Mariners ought not to go or ramble on Shore without Leave, upon pain of forfeiting the moity of their Wages.

XXI.

If, whilſt the Ship winters any where, the Maſter finds the Mariners Victuals, the ſaid Mariners ſhall not oblige him to increaſe their Salary or Wages; Upon pain of forfeiting the Moity of their Hire, and of being puniſhed beſides, as Cauſe ſhall require.

XXII.

The Mariners ſhall not go to Shore, without the Leave of the Maſter, Pilot, or Mate; upon Forfeiture of half a Dollar for every ſuch Default.

XXIII.

The Mariners that go to Shore with the Maſter are bound to keep the Boat, and to go on board again at the firſt order. And he that ſhall ſtay behind, or paſs the Night on Shore, ſhall be puniſhed with a pecuniary Mulct, or elſe with Impriſonment.

XXIV.

When a Maſter changes his Voyage, and takes another Courſe, he ought in the firſt place to agree with his Mariners, or allow them for that Change what ſhall be thought reaſonable by the major part. And, if any of them refuſe to obey, he ſhall be puniſhed as a mutinous Man.

XXV.

He that is found ſleeping upon the Watch ſhall pay four Pence; and whoſoever ſhall find him ſo ſleeping, and not declare the ſame, ſhall pay two Pence.

XXVI.

All Mariners are hereby forbidden, to moor the Skiffs or Ship-boats by the Ships, upon pain of Impriſonment.

XXVII.

He that ſhall be found unfit to ſerve as a Pilot, or in any other Office for which he is hired, ſhall forfeit all his Wages, and further ſhall be puniſhed, as Cauſe ſhall require.

XXVIII.

The Maſters ſhall pay Mariners their Wages, in three Terms, *viz.* one Third upon their Departure, another Third when the Ship is unladen, and the Remainder upon their Return home.

XXIX.

The Maſter of a Ship may at any time diſmiſs, and put away a mutinous or unfaithful Mariner.

XXX.

If a Mariner kills another, the Maſter ought to ſecure him and keep him in Cuſtody; and at his coming home, he ſhall deliver him up into the hands of Juſtice, to be puniſhed according to his Crime.

XXXI.

The Mariners ſhall not make a Feaſt in the Ship, without the Maſter's Leave, upon Forfeiture of half their Wages.

XXXII.

No Mariner ſhall have his Wife lye on Board, upon pain of a Dollar, if he do offend.

XXXIII.

None ſhall diſcharge any Ordinance, or Shot, without the Maſter's Leave, upon Pain to pay double for the Powder and Shot.

XXXIV.

The Maſter, upon his Return home, ſhall make a Declaration to the Magiſtracy of all the Forfeits and Penalties incurred, upon Forfeiture of five and twenty Dollars.

XXXV.

The Mariners are bound to defend themſelves againſt all Pyrates and Sea-Rovers, upon pain of loſing all their Wages. If any of them chance to be wounded, Care ſhall be taken for their Cure, upon the Ships account. And, if any be maimed, or has ſo loſt the uſe of his Limbs, that he can work no more, he ſhall have Bread allowed him during Life.

XXXVI.

If the Mariners, or any of them, refuſe their Aſſiſtance in ſuch a Caſe, and the Ship be taken or loſt, the ſaid cowardly Mariners ſhall be condemned to be whipt.

XXXVII.

But, if the Mariners be reſolved to fight, and the Maſter keep off for fear, the ſaid Maſter ſhall be ſhamefully caſhiered, and declared incapable for ever of commanding any Ship.

XXXVIII.

The Ship-Ballaſt ſhall be carried to the Places appointed for that purpoſe; and the Contraveners hereunto ſhall be puniſhed by the Magiſtrates.

XXXIX.

If a Mariner happen to be wounded, being about the Service of the Ship, a convenient Care ſhall be taken for his Cure at the Coſt and Charge of the Ship. But if he be otherwiſe wounded, it ſhall be at his own Charge.

XL.

If a Mariner goes on Shore without Leave, and the Ship comes to be indamaged or loſt, for want of Help; the ſaid Mariner ſhall be confined to a Priſon a whole Year, and kept with Bread and Water. And, if any Man has loſt his Life with the Ship; the Mariner, by whoſe abſence ſuch a Misfortune hapned, ſhall be puniſhed with corporal Puniſhment.

XLI.

When a Mariner does not do his Duty, the Maſter may put him away. But, if a Maſter puts away a Mariner without a juſt Cauſe, if it be before the Departure, the Maſter ſhall pay him the third part of his Wages, and ſhall not bring the ſame to the Owners Account.

XLII.

If the Maſter puts away, without a juſt Cauſe, a Mariner during the Voyage, In ſuch Caſe the ſaid Maſter ſhall pay him his Wages to the full, and further he ſhall pay his Charges for his Return. But, if a Mariner leaves the Maſter of his own accord, the ſaid Mariner is bound to make Reſtitution of ſo much Mony as he has received, and to bear his own Charges.

XLIII.

If an Officer or Mariner runs away, and is afterwards apprehended, he ſhall be delivered up into the hands of Juſtice, to be puniſhed according to Law; and ſhall be burnt in the Forehead with the Mark of his Birth-place.

XLIV.

When a Ship happens to be caſt away, the Mariners are bound to ſave as much as in them lies; and the Maſter ought to requite them for their pains to their content, and convey them at his own Charges to their dwelling Places. But, if the Mariners refuſe to aſſiſt the Maſter; in ſuch Caſe, they ſhall have neither reward, nor wages paid them.

XLVI.

XLV.

If a Mariner falls ſick of any Diſeaſe, he ſhall be carried to Shore, and have the ſame Allowance he had on Board, and withall ſhall be attended by another Mariner. However the Maſter is not bound to ſtay for him, or to retard his Voyage upon his account. And, if the ſaid Mariner recover his Health, his Wages ſhall be paid him, as if he had ſerved all the while. But, if he dies, his Wages ſhall come intire to his next Heirs.

XLVI.

If the Mariners being mutinous force the Maſter to put into an Harbour, and then the Ship and Lading chance to be loſt wholly or in part, whereupon the Mariners run away without leave; In ſuch Caſe, if the ſaid Mariners can be ſecured, they ſhall be condemned to corporal Puniſhment.

XLVII.

The Maſter ſhall give his Mariners no cauſe to mutiny, but ſhall ſtand to his Covenant, and give them their due.

XLVIII.

A Maſter that intices away any Mariner hired to another Maſter, ſhall forfeit ten Dollars. And the Mariner ſhall give or pay to the firſt Maſter, to make up his Damages, the moity of the Wages he was to have from the ſecond Maſter.

XLIX.

If a Ship be ſtopped in a ſtrange Country, or the Maſter be forced to ſtay there and wait for his Freight, or for any other Cauſe whatever; the Mariners all the while ſhall have their uſual Allowance of Victuals. But they muſt not expect, or demand any extraordinary Wages. And, if any thing be due unto them, it ought to be paid them, according to the Judgment of Friends or experienced Men, at the Place where the Ship is to unlade. But, if any Mariner preſumes to leave the Ship upon ſuch a Pretence, he ſhall ſuffer corporal Puniſhment, according to the Fact.

L.

If a Maſter takes on board his Ship, Gold, Silver, precious Stones, or any other rich and coſtly Merchandize, which requires his particular Care over them; the ſaid Maſter, in ſuch a Caſe, ſhall have the fourth part of the Freight, and the Owners the other three parts.

LI.

When a Ship-boat or Lighter ſhall be uſed to carry Salt on Shore, the Maſter ſhall commit it to the ſpecial Care of a Mariner, that it may be neither loſt nor purloined.

LII.

The Mariners belonging to Ships freighted for *France* or *Spain*, ſhall not have their Portage, but ſhall find their own Proviſions; Except at their return, if ſo be the Ship comes home laden. And, if the Maſter does advance or lend the Mony before-hand, he may pay himſelf, or bate it out of their Wages, without any prejudice however to the Ship-Owners.

LIII

The Mariners ſhall have no power to ſell or alienate any part whatſoever of their Proviſions or Tackling, except upon their return home. And then the Owners ſhall have the firſt proffer to buy the ſame.

LIV.

The Mariners ſhall take no Salt out of the Ship-Lading, but what ſhall appear to have been brought in by them on Board with the knowledge and conſent of the Merchant, or of any other Party concerned therein; Upon pain of being ſeverely puniſhed.

LV.

The Maſter and Pilot may load for themſelves each Twelve Barrils, each of the other Officers ſix Barrils, every common Seaman four Barrils, the Cook and Ship-boys each two Barrils.

LVI.

If a Maſter, out of ſpight to the other Part-Owners, ſells his Share for more than it is worth, the ſaid Share ſhall be appraiſed by Skilful men. Whereupon the Part-Owners ſhall be free, before all others, to buy it at the Rate appraiſed as aforeſaid.

LVII.

If a fraudulent Maſter takes mony upon Bottomry, and carries the Ship into a remote Harbour, and there ſells the Ship and Lading; the ſaid Maſter ſhall be for ever incapable of being a Maſter, and ſhall never be received in any of the Hanſe-Towns, but ſhall ſuffer beſides a condign Puniſhment, without any mercy.

LVIII.

The Maſter, being at home in his own Country, muſt not take any more mony upon Bottomry, except to the Proportion or Value of his Share in the Ship. If he do, the other Part-Owners ſhall not be anſwerable for it. Neither ſhall the ſaid Maſter take any Freight, without the knowledge and conſent of the other Owners.

LIX.

In caſe the Owners diſagree as to the Freighting of the Ship, the moſt Voices ſhall carry it. And yet the Maſter may take mony upon Bottomry, for thoſe of the Part-Owners who ſhall refuſe to contribute their Part for the fitting out of the Ship.

LX.

If the Maſter, being in a ſtrange Country, be ſtraitned for want of mony to ſupply the wants of the Ship, and can get none but upon Bottomry; in ſuch Caſe, the ſaid Maſter may do it at the Charge of his Part-Owners.

THE

THE SOVERAIGNTY OF THE BRITISH SEAS.

Proved by

Records, Hiſtory,

AND THE

MUNICIPAL LAWS

Of this

KINGDOM.

By that Learned Knight,

Sr JOHN BOROUGHS,

Keeper of the RECORDS

IN THE

TOWER of *LONDON.*

LONDON,

Printed by *J. Redmayne*, for *Richard Chiſwell* at the ſign of the *Roſe and Crown* in St. *Paul's* Church-yard, 1686.

TO THE READER.

BE *not ſtartled to ſee ſo great a Subject handled in ſo ſmall a Volume. When you have read but a little of this little, you'll think the* Author *was tender of* your *trouble but not of his* own. *For (how cheap ſoever you come by this Book) it coſt the* Author *the peruſal and ſearch of the beſt, and moſt* Records *of our Nation. And yet he was one that knew well enough how to value his time; for none made better uſe of it; and (in theſe kinds of Scrutinies) you may believe he went the* beſt way, *becauſe he knew them* all, *and trod them every day; it being his* Office *not to be ignorant of any* Records *that concern the* Honour *or* Antiquity *of this* Iſland. *It was written at the requeſt of a* great Perſon, *who deſir'd to underſtand the true State of the Queſtion, concerning the Dominion of* the Britiſh Seas, *as well what* Hiſtories *as our own* Records *would afford. And here 'tis done in a little room; for the* Author *was able to ſpeak* fully, *and* briefly *both at once. Some others have written of the ſame Subject; and if we thought any ſpake more, or ſo much, in ſo ſhort compaſs, we ſhould forbear the publication of this. We are born in an* Iſland, *and cannot go out of it without asking leave of the* Sea *and* Wind; *and not to know what Right we have to that Water which divides us from all the World, is ſomething ill becoming ſuch as*

can read, and may know for reading. The Title is not too big for the Book, though one of the greateſt Ships *of the World was called by the ſame name; and (if ſome knowing Perſons be not deceiv'd) our* Author *was the firſt that hinted it, having written this Diſcourſe three Years before that famous Veſſel was built.*

Farewell.

THE

THE SOVERAIGNTY OF THE Seas of England.

THat Princes may have an excluſive Property in the Sovereignty of the ſeveral parts of the Sea, and in the paſſage, fiſhing and ſhores thereof, is ſo evidently true by way of fact, as no Man that is not deſperately impudent can deny it. And for the point of Right, though ſome of late have indeavoured, by way of Argument, to prove the contrary, affirming them to be not only publick, but common; yet the notorious practiſe of all Maritime Countries, the neceſſity of Order in mutual Commerce, and the ſafety of Mens Perſons, Goods and Lives, had taught even the moſt barbarous Nations to know by the light of humane Reaſon, that Laws are as equally neceſſary for the Government, and preſervation of ſuch as frequent the Seas, as of thoſe that trade and negotiate on the firm Land. And that to make Laws, and to give them the Life of Execution muſt of neceſſity require a Supream Authority, for to leave every part of the Sea and Shores to an arbitrary and promiſcuous uſe, with a correcting and ſecuring power in caſe of wrong or danger, is to make Men of the like condition with the fiſhes that live therein, of which the greater do uſually devour and ſwallow the leſs.

I conceive therefore that Princes do entertain theſe School Problems and Criticiſms no otherwiſe then with contempt and ſcorn, much diſdaining to be wrangled out of the ancient Rights and Regalities annexed to their Crowns by the ſubtile Arguments of Wit and Sophiſtry, ſpecially conſidering that amongſt the Civil Lawyers themſelves there is ſo great diverſity of Opinion, whilſt ſome peremptorily maintain, That *Mare & littora maris jure Gentium ſunt communia.* Others as confidently ſaying, *Videmus de jure Gentium in mare eſſe diſtincta dominia ſicut in terra.* And further, *mare ipſum ad centum uſque millaria pro territorio diſtrictuque illius Regionis ovi proxim. appropinquat aſſignatur*: With many other like alterations diameter-wiſe contradictory the one to the other; And therefore the Queſtion being not as yet reſolved amongſt themſelves, it were ſtrange to think that Princes in the mean time will relinquiſh the Poſſeſſion of thoſe Royalties which they and their Anceſtors have held beyond all memory, without a Judgement firſt agreed upon, and affirmed in the caſe. And for his ſacred Majeſty our dread Sovereign Lord the King, ſuch is his clear and indubitable Right to the Superiority of the Seas of *England* derived and confirmed upon him by immemorable Preſcription, and continued in Poſſeſſion even until this very year 1633. that the hearts and conſciences of all juſt Men muſt neceſſarily ſubſcribe to the evident truth thereof. But if contrary-wiſe any ſhall preſume and go about actually to diſpoſſeſs his Majeſty of this his undoubted Birthright, or uſurpe upon his Sovereignty in a caſe ſo highly concerning his honour and ſafety, as well of his own Kingdoms and Subjects, as of other Nations that under the wing of his Protection do paſs thoſe Seas, his Majeſty (no doubt) will never be unprovided of a good Sword to vindicate that Right which all his Royal Progenitors have carefully main-

Grotius de Mari libero.

Baldus ad L. dererum dominiis.

Barthol. in Tract. de Inſul.

maintained, the Laws and Cuſtoms of this Kingdom have ratified and confirmed, and forreign Nations have freely acknowledged; as by the ſubſequent Monuments of Record, Hiſtory, and the Common Laws of the Land will evidently appear.

When *Julius Cæſar* firſt undertook the Invaſion of this our Iſle of *Brittain*, he found the neighbouring Nation of the *Gaules* in a manner altogether ignorant of the Iſland it ſelf, the condition of the Inhabitants their Town, Havens, and approaches,

Coment. de bello Gal. lic. l. 4. fol. 72. m. 8. *Quæ omnia fere Gallis erant incognita, neque enim temere præter mercatores adit ad illos quiſquam neque eis ipſis quidquam præter oram Maritimam atq; eas Regiones que ſunt contra Gallam notum eſt.* So are the words of *Cæſar* whereby it appeareth that the Brittains kept off all Strangers, except Merchants, from approaching their Confines, and that thoſe Merchants in their acceſs were reſtrained to the Shore only, that lay oppoſite to the *Gaules*, without being ſuffered to make further diſcoveries of the more remote Coaſts. Inſomuch that the ſame *Cæſar* upon diligent examination of thoſe Merchants,

Ibidem. *Neque quanta eſſet Inſulæ magnitudo, neque quæ, & quantæ Nationes incolerent, neque, quem uſum belli haberent, aut quibus inſtitutis uterentur, neque qui eſſent ad majorum navium multitudinem idonei portus reperiere poterat.* Which reſtraint of Strangers they could not otherwiſe make good but by the goodneſs and greatneſs of their Shipping, as may be gathered by the words of the ſame *Cæſar* afterwards uſed. For though the Brittains for ordinary imployment, and Rivers, and upon the Coaſts near the main, had Ships compoſed of mean ſtuff, having their Keels and Ribs made of ſlight Timber, and the reſt of the Hull rooven up with Oſyers covered with leather. *Ca-*

De bello Civil. lib. 1. p. 233. *rinæ primum ac ſtatumina ex levi materia fiebant, reliquum corpus navium viminibus contectum corriis tegebatur:* From whence *Cæſar* took his Pattern of thoſe Ships which he was forced to frame on the ſudden for paſſing his Army over the River near *Ilarda* in *Spain*, without which he had utterly loſt both it, and himſelf, yet had they, and their Confederates other ſhipping of ſo great bulk and ſtrength, and withal ſo ſerviceable in fight at Sea, that *Cæſar* in their deſcription preferreth them far before thoſe of the Romanes; for in the Naval preparations made by the Gaules of *Venice*, near the mouth of the River *Loyer* (wherein he expreſly ſaith, that they had (*Auxilia*) ſupplies from the oppoſite part of Brittain) he ſetteth forth their Ships in ſuch

De bello Gollico. lib. 3. pa. 55. manner as (conſidering the time) may juſtly move admiration. *Ipſorum Naves* (ſaith he) *ad hunc modum factæ armataque erant. Carinæ aliquanto planiores quam noſtrarum Navium, quo facilius vada, ac deceſſum æſtus excepere poſſent, Proræ admodum erectæ, atque item puppes ad magnitudinem fluctuum, tempeſtatumque accomodatæ Naves*

Ibidem. *totæ factæ ex robore,* &c. And again, *Neque enim his noſtræ roſtro nocere poterant, tanta erat firmitudo, neque propter altitudinem facile telum adjicebatur. Et eadem de cauſa minus commode ſcopulis continebantur. Accedebant ut cum ſævire ventus cæpiſſet & ſe vento dediſſent, & tempeſtatem ferrent facilius & in vadis conſiderent tutius & ab æſtu derelicta nihil ſaxa, & cantes timerent.* And preſently after, *circiter ccxx. Naves eorum paratiſſimæ, atque omni genere armorum ornatiſſimæ è portu profectæ noſtris adverſæ conſtiterunt. Neque ſatis* Bruto *qui claſſi præerat, Neque* Tribunis *militum*, Centurionibuſq; *quibus ſingulæ naves erant attributæ conſtabat, quid agerent aut quam rationem pugnæ inſtiterent, Roſtrum enim non poſſe cognoverant, turbibus artem excitatis, tamen has alitudo puppium ex barbaris navibus ſuperabat, ut neque ex inferiori loco ſatis commodè tela adjici poſſent, & miſſa à Gallis gravius acciderent.* And that the Brittains not only at this time, but in moſt of thoſe Wars of the *Gaules*, did ſend them aids and ſupplies againſt the *Romanes*, the words of *Cæſar* evidently declare, who intend-

De bello Gall. lib. 4. ing to invade their Country, pretended no other Quarrel then, *Quod omnibus ferè Gallicis hoſtibus noſtris inde ſubminiſtrata auxilia intelligebat.*

Yet theſe three Confederates and Neighbours the Gaules they permitted not freely to paſs the Britiſh Seas, but kept them from knowing ſo much as their oppoſite Coaſts, ſave only by way of Trade and Merchandize. And this to certain appointed places near the Sea-ſhoares where the known Marts and Staples were appointed for Commerce and Traffick.

By all which it manifeſtly appeareth that before the Roman Conqueſt, the Britiſh

tiſh Nation had the Supream Power and Command of their own Seas without the competition of any other Nation whatſoever.

So likewiſe when the Romanes had made themſelves poſſeſſory Lords of the Iſland, and the Soveraignty of the Seas thereunto belonging was in them, and accordingly continued and was maintained, without incroachment, or pretence of Title thereunto made by the other. But when the Civil Wars and Diſtraction of the Roman Empire had by exhauſting of the Flower of the Brittain Youth, ſo much infeebled the Nation, as inforced them to call in the Saxons to their aid againſt the Picts their inſolent Neighbours, and for ſuppreſſing the national Factions grown up amongſt themſelves, and thoſe Saxons (working upon the weakneſs of the Brittains) had expelled them from the better parts of the Kingdom, though for a time they were diverted from ſettling their own Affairs by the powerful Invaſions of the Danes and their homebred Quarrels, grown by reaſon of the ſeveral petty Kingdoms of their Heptarchy; yet when they were all reduced under one head, they forgot not to uſſume their Right of Sovereignty in the Seas of *England*. As did the moſt noble *Edgar*, who in the glorious Title of his Charters, yet extant of thoſe times, ſpeaketh as followeth.

Altitonantis Dei largiflua clementia, qui eſt Rex Regum. Ego Edgarus Anglorum Baſileus omnium que rerum Inſularum Oceani quæ Brittaniam circumjacent, cunctarumque Nationum, que infra eam includuntur Imperator & dominus, &c.

And for maintenance of this his Soveraignty, he continually kept in readineſs a Navy of four hundred Ships, which being divided into four ſeveral Fleets of one hundred Ships a piece, did every year after Eaſter take their courſe to the four quarters of *England*, where they remained to guard, and ſcowre the Seas until Winter following. So ſaith *Ranulphus Ceſtrenſis*. *Item quoque Edgarus* 400 *Naves congregavit ex quibus omni anno poſt feſtum Paſchale*, 100 *Naves ad quamlibet Angliæ partem ſtatuit, ſic æſtate Inſulam circum navigavit, hyeme vero indicia in Provincia exercuit.* *Ranulphus Ceſtrenſis.*

Etheldred after *Edgar* for defence of the Seas and Kingdoms, cauſed of every three hundred and ten hides of Land a Ship to be built, which meeting at *Sandwich*, made the greateſt Navy that ever this Kingdom ſet forth to Sea.

And *Canutus* the Dean, coming not long after to be King firſt of half the Realm by compoſition between him and *Edmond Ironſide*, and after the Death of *Edmond* of the whole Survivorſhip did for his own time (as his Succeſſors of the Daniſh Race after him) preſerve the Seas of the Kingdom in their former eſtate, without admitting any the Neighbour Princes to have any Dominion in any part thereof.

And ſo they remained in the time of the Confeſſor until the Conqueſt made by *William* Duke of *Normandy*, in whoſe Reign, and for many diſcents after him, the Sovereignty of the ſaid Seas was ſo far from being evicted, that it was never ſo much as queſtioned by any Nation until the time of *Edward* the Firſt, about the year 1299. and the ſix and twentieth of his Reign. At which time the King of *France* being upon Terms of Hoſtility with thoſe of *Flanders*, did by his Commiſſion conſtitute one *Reyner Grimbald* Admiral of his Navy, which he then ſent forth againſt the *Flemmings*; by vertue of which Commiſſion, *Grimbald* in paſſing to and again in the Seas of *England*, took upon him Sovereign Juriſdiction, as Admiral unto the French King in thoſe Seas, taking the people, and Merchants of *England*, and other Nations; and carrying them into *France*, where he cauſed them to abide his Judgment and Award concerning their Goods and Merchandiſe; But ſhortly after the Kings of *England* and of *France* appointed by agreement certain Commiſſioners (termed Auditors in the Record) to hear, and redreſs the Wrongs interchangably done by their Subjects contrary to the Peace formerly made between them at *Paris*, before which the Commiſſioners, the Agents (or Procurators, as the Record nameth them) for the Maritime Coaſts of the greateſt part of the Chriſtian World, of *Genoa*, *Spain*, *Germany*, *Holland*, *Zealand*, *Freezeland*, *Denmark* and *Norway*, made this remarkable Acknowledgment and Declaration following, which out of the old French of that time I have rendred into Engliſh, the Title whereof is thus in Latin.

De

De ſuperioritate Maris Angliæ & jure officii Admirallatus in eodem.

Record in the Tower of *London.*

To our Lords Auditors deputed by the Kings of *England* and of *France*, to redreſs the Damages done to the people of their Kingdoms, and of other Territories ſubject to their Dominions by Sea and by Land, in time of Peace and Truce.

The Procurators of the Prelates, Nobles, and Admiral of the Sea of *England*, and of the Comminalties of Cities and Towns, and of Merchants, Mariners, Meſſengers, Pilgrims, and of all other of the ſaid Kingdom of *England*, and the Territories ſubject to the Dominions of the ſaid King of *England*, and of other places, as of the Sea-coaſts of *Genoa*, *Cataloigna*, *Spain*, *Alemaigne*, *Zealand*, *Holland*, *Freezland*, *Denmark* and *Norway*, and of divers other places of the Empire, do ſhew, That, whereas the Kings of *England*, by reaſon of the ſaid Kingdom from time whereof there is no memory to the contrary, have been in peaceable Poſſeſſion of the Dominion of the Sea of *England*, and of the Iſles being in the ſame, in making and eſtabliſhing Laws and Statutes, and Reſtraints of Arms, and of Ships, otherwiſe furniſhed then to Ships of Merchandiſe appertaineth, and in taking Surety, and affording Safeguard in all caſes where need ſhall be, in ordering of all other things neceſſary for maintaining of Peace, Right and Equity, amongſt all manner of people, as well of other Dominions as of their own, paſſing through the ſaid Seas, and the Sovereign Guard thereof, and in doing Juſtice, Right and Law, according to the ſaid Laws, Ordinances and Reſtraints, and in all other things which may appertain to the exerciſe of Sovereign Dominion in the places aforeſaid. And *A. de B.* Admiral of the Sea deputed by the King of *England*, and all other Admirals ordained by the ſaid King of *England*, had been in peaceable Poſſeſſion of the Sovereign Guard, with the Cognizance of Juſtice, and all other the appurtenances aforeſaid, except in caſe of Appeal, and of Complaint made of them to their Sovereigns the Kings of *England* in default of Juſtice, and for evil Judgment, and eſpecially in making Reſtraints, doing of Juſtice, and taking Surety of the Peace of all manner of people uſing Arms in the ſaid Sea, and carrying Ships otherwiſe furniſhed, and ſet forth then to Merchants Ships appertaineth, and in all other points where a Man may have reaſonable cauſe to ſuſpect them of Robbery, or of other Miſdemeanours. And whereas the Maſters of the Ships of the ſaid Kingdom of *England* in the abſence of the ſaid Admiral hath been in peaceable Poſſeſſion of taking Cognizance, and judging all Actions done in the ſaid Sea, between all manner of people according to the ſaid Laws, Statutes, Reſtraints and Cuſtoms. And whereas in the ſaid firſt Article of Confederation lately made between the ſaid Kings in the Treaty upon the laſt Peace at *Paris*, are compriſed the words which follow in a Schedule annexed to theſe preſents. Firſt it is eſtreated, and accorded between us, and the Meſſengers and Procurators aforeſaid, in the Names of the ſaid Kings. That the ſaid Kings ſhall from this time forward be one to the other Good, True and Loyal Friends, and aiding againſt all Men (ſave the Church of *Rome*) in ſuch manner, as if any one, or more whatſoever they be, would diſinherit, hinder or moleſt the ſaid Kings in the Franchiſes, Liberties, Priviledges, Rights, Duties, Cuſtoms of them and of their Kingdoms, they ſhall be Good and Loyal Friends, and aiding againſt all Men that may live and dye to defend, keep and maintain the Franchiſes, Liberties, Priviledges, Rights, Duties and Cuſtoms aboveſaid, except to the King of *England*, Monſieur *John*, Duke of *Brabant* in *Brabant*, and his Heirs deſcended of him, and of the Daughter of the King of *England*, and except to our foreſaid Lord the King of *France*, the excellent Prince Monſieur *Dubart*, King of *Almaigne*, and Monſieur *John*, Earl of *Anhault* in *Anhault*, and that the one ſhall not be of Counſel, or aiding where the other may loſe Life, Member, Eſtate or temporal Honour, Monſieur *Reyner Grimbald*, Maſter of the ſaid Navy of the ſaid King of *France*, who Names himſelf Admiral of the ſaid Sea, deputed by his Lord aforeſaid, in his War againſt the *Flemmings*, after the ſaid Confederation made and eſtabliſhed, and againſt the Form and Force of the ſaid Con-

Confederation, and the intention of them that made it, wrongfully aſſumed the Office of the Admiralty in the ſaid Sea of *England*, by the commiſſion of the King of *France*, and uſed the ſame one Year, and more; taking the people and Merchants of the Kingdom *England*, and of other places paſſing through the ſaid Sea with their Goods, and delivered the people, ſo taken to the Priſon of the ſaid Lord the King of *France*, in the Ports of his ſaid Kingdom, as to him forfeited and accrewing. And the taking, and detaining of the ſaid people with their ſaid Goods, and Merchandiſe, as alſo his ſaid judgment and award, hath juſtified before the Lords Auditors in writing, by vertue of the Authority of his ſaid Commiſſion, of the Admiralty aforeſaid by himſelf uſurped, and during a reſtraint generally made by the King of *England*, by reaſon of his power, and according to the form of their Articles of the Confederation aforeſaid, which containeth the words underwritten, requiring that he might be acquitted, and abſolved of the ſame to the great Damage and Prejudice of the King of *England*, the Prelates, Nobles, and others abovenamed.

Wherefore the ſaid procurators in the names of their ſaid Lords, do pray your Lordſhips Auditors aforeſaid, that you cauſe due, and ſpeedy delivery of the ſaid people, with their Goods and Merchandiſe ſo taken and detained, to be made to be made to the Admiral of the ſaid King of *England*, to whom the Cognizance of the ſame of right appertaineth (as is before expreſſed.) So that without the diſturbance of you, or any other, he may take Cognizance thereof, and to do that which appertaineth to his office aforeſaid. And the ſaid *Mounſienr Reyner Grimbald* be condemned, and conſtrained to make ſatisfaction to all the ſaid parties damnified, ſo far forth as he ſhall be able, and in his default, his ſaid Lord the King of *France*, by whom he was deputed in the ſaid Office; And that after due ſatisfaction made to the parties damnified the ſaid *Mounſieur Reyner*, be ſo duly puniſhed for the violation of the ſaid confederation, that his puniſhment may be an example to others in time to come.

In the Record theſe memorable points are to be obſerved.

Firſt, That the Kings of *England* had then been in Peaceable poſſeſſion of the ſaid Dominion, of the ſaid Sea of *England*, by immemorable preſcription.

Secondly, That the Soveraignty belonged unto them, not becauſe they were *Domini utriuſque ripæ*, as when they had both *England* and *Normandy*, and ſo were Lords of both Shoars. For *Edward* the Firſt at this time had not *Normandy*, but that is inſeparably appendant and annexed unto the Kingdom of *England*, our Kings being Superior Lords of the ſaid Sea, by reaſon (as the ſaid Record ſpeaketh) of the ſaid Kingdoms.

Thirdly, Only the Kings of *England* had power to make Laws, and exerciſe Supream Juriſdiction over all perſons, and in all cauſes within the ſaid Sea, and in their abſence to the Maſters of their ſaid Ships only appertaineth.

Fourthly, That the King of *France* could not make an Admiral in that Sea, without doing wrong to the King of *England*, but that it was an Uſurpation upon his Right.

Laſtly, That all this was affirmed, and acknowledged by the Agents of moſt part of Chriſtendom, being ſtrangers to the Crown of *England*.

Surely I believe no Prince in the World can produce clearer evidence for any part of his Eſtate, then the King of *England* by this Record can do, for his Sovereignty; and excluſive Juriſdiction in the Sea of *England*. Yet for further declaration hereof, I will add certain others of ſucceeding times, in affirmance of that above mentioned.

The firſt whereof is that of King *Edward* the III. being an Article amongſt others, upon which the King's Juſtices were to be adviſed with all the Title of the Record, being as followeth.

Articuli ſuper quibus Juſticiarii Domini noſtri Regis ſunt conſulendi.

Item ad finem quod reſumatur, & continuetur ad ſubditorum proſecutionem forma proceendi, quondam ordinata & inchoata per Avum Dominum noſtrum Regis, & ejus Concilium ad reſtituendum, & conſervandum antiquam ſuperioritatem Maris Angliæ, & jus officii Admirallatus in eodem, quod corrigendum leges & Statuta per ejus Anteceſſores Angliæ Reges du dum ordinata, ad conſervandum pacem & juſtitiam inter omnes Gentes Nationes cujuſcunque per mare Angliæ tranſeantes, & ad cognoſcendum ſuper omnibus in contrarium attemptatis in eodem, & ad puniendum delinquentes & damna parti ſatisfaciendum. Quæ quidem leges, & ſtatuta per Dominum Richardum *quondam Regem Angliæ in redditu ſuo à terra ſancta correcta fuerunt interpretata, declarata & Inſula de* Olleron *publicata & nominata in Gallica lingua.* Lay loy Olleron.

In this Record (as in the former) the Antient Right of the King of *Englands* Superiority, in the Seas of *England*, and the large extent thereof is clearly ſpecified, but eſpecially in the concluſion we may obſerve to the great Glory of our Engliſh Nation, that the famous Laws of *Oleron* (which after the Rhodian Laws were antiquated and abſolete) have now well near 500 years been received by all the Chriſtian World, for regulating Sea affairs, and deciding Maritime controverſies, were firſt declared by King *Richard* the I. (a King of *England*) at his return from the *Holy Land*, and by him cauſed to be publiſhed in the Iſle of *Oleron*, then belonging to the Dutchy of *Aquitane*; and thereupon, and from that Iſland took their name, which they yet retain, and this is the more worthy of note, becauſe until this Record (being lately found) was produced, the moſt Learned Lawyers, and Antiquaries of our times were altogether ignorant by whom thoſe Laws were ordained, and why they were ſo called. To the ſame purpoſe and effect is this original in French, but expreſſed here in Engliſh.

Record Regis in Tower.

Item, To the end that having ſeen and conſidered the forms of Proceeding and Letters, ordained by the Council of our ſaid Lord (Grandfather to the King) for them, and the ſaid Nation of *England*, to recover and retain the ſaid Subjects Aſſiſtants and Allies; and to cauſe redreſs to be made unto them, for all Damages done to them on Sea and Land, during the ſaid Truce, Peace, and Confederation, and againſt the form of the ſame, by the ſaid French their Aſſiſtants and Allies, and to ſhew the clamour of the people for the ſaid Diſinheritance, and the Damages which by reaſon of ſuch clamour might happen, and eſpecially to retain the Soveraignty, which his Anceſtors the Kings of *England* uſed to have in the ſaid Sea of *England*, as touching the Antient Declaration and Interpretation of Laws, by them made to Govern all manner of people paſſing through the ſaid Sea. And firſt, to his Admiral, and Maſters, and Mariners of the Ships of the Cinque-Ports of *England*, and of all other Lands annexed to the Crown of *England*, belonging to his Army in the ſaid Sea, the like forms of Proceedings and Letters be henceforth obſerved, with all ſuch amendment as may be ordained by the ſaid Councils of our ſaid Lord the King to the Profit, and Honour of him.

And moreover the Record following, ſheweth how much that Great King *Edw.* the 3. held himſelf in Honor bound not to ſuffer the Dominion of the Sea to be loſt, or impaired in his time, but eſpecially we are in it to obſerve that the Kings of *England* were anciently, as now, *Domini Anglicani circumquaque.* Lords of the Seas environing *England*, for ſo the words of the Record are.

Rex dilecto, & fideli ſuo Galfrido de Say. Admirallo flotæ ſuæ naviuu ab ore aquæ Thamiſiæ, verſus partes Occidentales ſalutem. Cum nuper nos animadvertentes quod Progenitores noſtrum Reges Angliæ, Domini Maris Anglicatani circumquaque, & etiam defenſores contra hoſtium invaſiones ante hæc tempora extiterunt. Et plurimum nos tæderet ſi honor noſter regius in defenſionne hujuſmodi armis (quod abſit) deperat temporibus noſtris, aut in aliquo minuatur, &c. Mandamus vobis quod ſtatim viſis preſentibus

&

& abſque ulteriori dilatione navis portuum prædictiorum & alias naves, que jam paratæ exiſtunt ſuper mare tene atis.

And firſt, to the practick proof of this Dominion, and Superiority in all ſucceeding times, what can be more pertinent, and material then to ſhew.

That the Kings of *England*, Succeſſively have had the Sovereign guard of the Seas.

That they have impoſed Taxes and Tributes, upon all Ships paſſing and Fiſhing therein.

That they have ſtoped, and opened the paſſage thereof, to ſtrangers as they ſaw cauſe.

That all Wrecks and Royal Fiſhes therein found, are originally due, and do belong unto them.

Every of which particulars, the Teſtimonies following will amply manifeſt.

As touching therefore the guard of the Seas. It is apparent by the Records of Parliament, and by the printed Books of Statutes, that Tomage and Poundage were granted; as for other Reaſons, ſo eſpecially, and all ways for enabling the King to guard the Seas. And accordingly divers Admirals from time to time, were conſtituted by Commiſſion for that purpoſe, of which there are multitudes of preſidents upon Records. It may ſuffice to inſert this one inſtead of many.

Rex Chariſſimo conſanguineo ſuo Henrico Duci Exoniæ *ſalutem. Sciatis cum nos, &c. retinuerimus vos ſub certis modis & forma ad proficiendum in ſervitio noſtro ſupra Mare ſuper cuſtodia ejuſdem, &c. Ordinavimus & aſſignavimus vos, & vobis tenere preſentium plenam, & ſufficientem committimus & damus poteſtatem & authoritatem generalem & ſpecialem ad proficiſcendum ſupra mare cum retinentia veſtra Pirataſque & Spoliatores, Mercatorum, & Piſcatorum tam Anglorum, quam extraneorum cum eorum Navibus, & capiend. & arreſtand. & eos juxta caſus & juris exigentiam ſimiliter caſtigand. &c.*

And to this purpoſe we find frequent Protections granted, to ſuch of the Subjects as were in ſervice with their Admirals, As to *Thomas Warren* of *Briſtoll, qui in obſequium Regis in comitiva dilecti & fidelis conſanguinei* Johannis Comitis Wigorum *unius cuſtodum Maris ſuper ſalva cuſtodia & defenſionem ejuſdem Maris moratur.*

So likewiſe unto *John Warde, qui in obſequo Regis in comitiva dilecti, & fidelis conſanguinei noſtri,* Richardi *comitis Sarum unius cuſtodum Maris ſuper ſalva cuſtodia & defenſione ejuſdem profecturus eſt.*

And the like to *Richard Clarke, qui in Regis obſequio in comitiva dilecti & fidelis conſanguinei Regis* Johannis *comitis* Oxoniæ *unius cuſtodum maris ſuper ſalva cuſtodia & defenſione ejuſdem moratur.*

I ſhall not need to ſpeak any more of elder times, for declaration of this point, ſince our own memories can teſtifie, that divers Ships have been ſent forth by our Sovereigns, at ſundry times upon the like imployment, beſides thoſe that have conſtantly kept the Narrow Seas, unto which all Strangers even at this day vaile Bonnet in acknowledgment of this Superiority, according to this Ordinance made by King *John* many hundred years paſt, worthy to be remembred and obſerved, which out of the Old French I have here verbatim tanſlated into Engliſh.

Item, It was ordained at *Haſtings* for a Law and Cuſtom of the Sea, in the ſecond Year of the Reign of King *John*, by the advice of the Lords Temporal, That if a Lieuetenant in any Voyage, being ordained by Common Council of the Kingdom, do incounter upon the Sea any Ships or Veſſels laden, or unladen, that will not ſtrike and veile their Bonnets at the commandment of the Lieuetenant of the King, or of the Admiral of the King, or his Lieuetenant, but will fight againſt them of the Fleet, that if they can be taken, they be reputed as Enemies, and their Ships, Veſſels, and Goods taken, and forfeited as the Goods of Enemies, although the Maſters or Poſſeſſers of the ſame would come afterwards and alledge, that they are the Ships, Veſſels, and Goods of thoſe that are Friends to our Lord the King, and that the common people being in the ſame, be chaſtiſed by impriſonment of their Bodies for their Rebellion, by diſcretion.

Inter leges marinas ſub fine.

Concerning Taxes, and Tributes impoſed upon Ships paſſing, and Fiſhing upon our Seas and Coaſts; it will be proper in the firſt place, to ſet down the Ordinance made in the ſecond Year of *Richard* the ſecond, by the aſſent of the whole Eſtate in the Parliament, which upon the Roll of that Year is Recorded in theſe words.

Ordinance et grant per l'adviſe des Merchants de Londres et des autres Merchants vers le North per aſſent de touts les Commons de Parliament per devant le Countes de Northumberland et le Mayor de Londres pour le guard de mere et coſts de Admiral des North aux deux niefs.

Primerment pur prender de chacune neif et Crayer de quelque paſſage que paſſe per la mere le dit Admirall alant et retournant pur le voyage de chacune Tonne tight vj d.

Iten de prendre des autres neifs et veſſeaux peſſioners et paſſon entour autres poiſſonniers ſur le me re deins le dit Admiralty de quelle portage quil ſoit en troys Semanies de chacune Tomne tight : vj d.

Iten de toutes autres neifs Crays & veſſeaux paſſantes per mere deins le de Admiralty charges ove biens de Merchants in Exprenx on en Northway on en Sion Ga de chacune Tomne tight vj d.

In which Ordinance of Parliament we may plainly obſerve, that theſe payments were impoſed upon all Ships, Paſſengers, as well as Fiſhers within thoſe Seas. And to the like purpoſe is this of *Edward* the fourth.

Pat. 22. E. 4. *part* 1. *in* 2. *de conductu ſive garlia Waftorum piſcatorum.*

Rex dilectis & fidelibus Johanni Henningham *militi* Willo Hopton, Edv. Ynce, & Johanni Wamfllet; *ſalutem Sciatis, quod cum nos pro ſecuritate Subditorum; noſtrorum commitatum* Northhampt. & Southhampt. *quam Navium, & Piſcatorum qui ſuper mare per Coſteras eorundem Comitatum piſcari voluerunt ſub conductu & ſalva gardua dilectorum & fidelium noſtrorum* Edw. Ynce, Johannis Dabey, *unius valectorum Coronæ et* Will. Thederſton, *quos cuſtodes, conductores, et Waftores pro ſecuritate dictorum Piſcatorum verſus inimicos noſtros, ſuper mare exiſtentes ad preſens ordinavimus de fidelitate, et provida circumſpectione veſtris plenius confidentes, aſſignavimus vos conjunctim, et diviſim, ac vobis plenam poteſtatem et authoritatem tenore preſentium damus et committimus tam ad cuſtodes, conductores, et Waftores illos ſupervivendum, qnam ad communicandum cum quibuſdam Piratoribus cujuſcunque patriæ fuerint qui in partibus prædictis ſub ſecuritate dictorum,* Edmundi Ynce, Johannis Daby, *et* Will. Federſton *piſcari voluerint. Quod ipſi piſcatores et eorum quilibet ad omnia, et omnimoda coſtas onera et expenſas eiſdem cuſtodibus conductoribus et waſtoribus preſentium ſint tempore piſcationum contributores ad hujuſmodi coſtas, onera, & expenſas illa de hujuſmodi piſcationibus, piſcatorum prædictorum ubicunque inuenire poterunt levandum et colligendum. Nec non ad omnes alios fore cuſtodes, conductores, ſive waftores alios, quam prenominatos preſumentes, vel attemptantes arreſtandi et capiendi & prox. Goalæ noſtræ committendum ibidem ſalvo, et ſecure, quouſque eorundem deliberatione ordinavimus cuſtodiendum, ſimiliter authoritatem et poteſtatem damus et committimus. Et ideo vobis et cuilibet veſtrum mandamus quod circa præmiſſa diligenter intendatis ut ea faciatis et exequamini in forma prædicta.*

In this Record is manifeſtly expreſt that the King appointed wafters to guard the Fiſhers, not only of his own Realm but Foreiners and Strangers that Fiſh upon his Coaſts, and that the wafters took a rateable proportion of every Ship towards their Coſt and Expences, in ſecuring their Fiſhing. And laſtly, that theſe wafters were to prohibit all other wafters whatſoever, that preſumed to take that Office upon them, and to commit them to Priſon, there to attend the Kings pleaſure.

Camdens Brit. To this effect the venerable *Camden* in his deſcription of the North-riding of *York-ſhire*, ſaith, that the *Hollanders*, in their Fiſhing for Herring upon the North Coaſts of *England*, did firſt obtain Licenſe of *Scarborough* Caſtle for to do.

But that which is moſt material to the Sovereign command, and propriety of our King in this point of Fiſhing, eſpecially appeareth in that all Neighbour Princes have by Treaty obtained Licence for their Subjects to Fiſh in our Seas. As in a Truce, and abſtinence of War agreed between *Henry* the fourth and the *French*, to the intent the Fiſhermen might Fiſh in all parts, the King ſent forth his Letters, as followeth.

Le

Le Roy an toutz nous Admiralls & a ſin quen ceſt preſent herringinſon les poiſſonniers de l'un pertie, & de l'auter puiſſoint peſhenre plus ſenrement in le mere les Herrings, & toutes autres poiſſons entre le haven de Scarborough, & de ſin de pays de Flanders vers le Eaſt & dillonques ſur le coaſt de Angleterre inſanes an haven de Southampton & ſur le coaſt du Royanne de Frence de le dit ſin de tout le dit pays de Flanders niſques a riviere de Sound, ſc. vonlomus & avomus ordonne & ouſtre ordonnomus ottryons per ſes preſents; Que touts les poiſſonniers de la dite partie de France poiſſoynt peſher ſeurement les herrens & toutz autres peſſons durant ceſt herriogniſon & niſques an primer jour de Januarie prochainment a vener & denis & entre les bounds deſſus limites.

The like liberty was granted by Treaty between *Henry* the 6th and the Ducheſs of *Burgundy*, to thoſe of *Brabant* and *Flanders*, witneſſed by the Record following.

Rex omnibus ad quos, &c. Inſpeximus quaſdam continuationem, prorogationem, & elargationem nuper facta ſuper facto intercurſus, & commutationis Merchandiz et Piſcariæ maris et aliarum rerum neceſſarium ad utilitarem communem noſtrorum regni Angliæ dominii et Hiberniæ et villæ Caliciæ ex una parte, et Ducatus Comitatus patriæ Brabantiæ, Flandræ, et Dominii villæ Machlinæ ex altere parte. Amongſt other Articles this is one.

Item et touts pechens tam de Angleterre Ireland, et Calais peaceablement aller partent ſur le mer pur piſcher et gaigner leur venvre ſans impeachment ou diſturber de l'vne partie on de l'auter.

So in a Truce to endure for thirty Years, between the King of *England* and his Heirs on the one Party, and the Duke of *Burgundy* and his Heirs on the other Part. One Article is.

Item et touts pecheurs tam D'angleter quam d'Ireland et de Calais ſicome de pais de Mon Sur le Duke quelqueles ſoyent purront peaceablement aller par tout ſur le mer pur peſcher, et Sans et lour ſoit beſaigne ſur ceo requirer on obtitiner aſc licenee conge on ſans conduict, &c.

The like in a Truce, and Abſtinence of War, to endure the ſpace of thirty Years, between *Edward* the fourth and his Heirs on the one Part, and *Francis* Duke of *Britain* on the other Part, where one Article is. *Franc.* 8. E. 4.

Item et touts, peſcheurs tam D'anglter' ſicome du dit pais et Duche de Britaigne quelqueles ſoyent purront peaceablement aller par tout ſur mer pur peſcher, et gaigner lour uniure ſans impeachment on diſturber delv'ne partie au de la'uter et ſans et lour ſoit beſaigne ſur ceo requirer ſans conduct.

Moreover, *Philip* the ſecond, King of *Spain*, in the firſt Year of Queen *Mary*, obtained licenſe for his Subjects to Fiſh upon the North Coaſt of *Ireland*, for the term of one and twenty Years, paying Yearly for the ſame a Thouſand pound, which was accordingly brought into the Exchequer of *Ireland*, and received of Sir *Henry Fitton*, being then Treaſurer there, as his Son Sir *Edward Fitton* hath often teſtified.

To conclude this point; It is notorious, that at this day the King of *France* (as others of his Predeceſſors have done) by the ſpecial Licenſe of the King of *England*, Fiſheth upon our Coaſts near *Rye*, with a ſet, and limited number of ſmall Boats, and that only for Proviſion of his own Houſhold, being tied to obſerve the Orders and Laws of his own Fiſhermen; for breach whereof divers of his Subjects of late Years have been taken and impriſoned in *Dover* Caſtle, and elſewhere.

Nor doth the King of *England* in theſe particulars claim, or uſe any exorbitant Juriſdictions, and differing from that of other States and Princes in like caſe, who generally give Aliens Laws to paſs our Fiſh, in the Seas Coaſting upon their Territories. And alſo impoſe Taxes and Tributes for their own profit and commodity.

The Emperour of *Ruſſia* compelleth all Fiſhermen within the Seas, though it be many Leagues from the Main, to pay him Tribute.

In *Scotland*, and other Iſlands under the King of *Swede*, they are enforced to pay Taxes.

The King of *Denmark* at his Ward-houſe in the Sound, hath for a Licenſe a Dollar, and for the Seal or Roſe, a Noble of every Ship, and for every laſt of Herrings, being twelve Barrels, a Dollar.

The Duke of *Medina Sidonia* in *Spain*, hath his greateſt Revenues out of the Taxes laid upon Fiſhermen, for their fiſhing in *Tourney*.

All

All Princes of *Italy*, bordering upon the Seas, receive a proportion of like benefit.

And the *Hollanders* themſelves impoſe Taxes on the Fiſhes, taken by their own Fiſhermen in our Seas.

Now for the King of *Englands* Soveraignty, in opening and ſtopping the paſſage of his Seas, the Preſidents of antient times imbarging, and ſtaying, not only Pirates or Enemies, but Friends alſo that were ſuſpected to trade with Enemies, or had done particular wrong to the *Engliſh* Subjects, or upon ſome other urgent occaſion, or reaſon of State, are ſo frequent in Record of Story, that the tranſcribing and reading of a thing ſo generally known, would certainly be eſteemed loſs of time and labour.

I remember thoſe of *Hamborough*, and other Eaſterlings (though in amity with us) in the late Reign of Queen *Elizabeth* of famous memory, were notwithſtanding ſtaied from paſſing through our Seas towards *Spain*; and good prize made of all other Nations that attempted to do the like, without licenſe firſt had and obtained from hence.

I will therefore only note, by the way, to this purpoſe; that Strangers being to paſs through our Seas eitheir in coming to us, or going to any other place, without ſo much as touching upon any of the King of *Englands* Countries, have uſed to take ſafe conducts, and licenſes of our Kings to ſecure them, and protect them in their paſſage, thereby acknowledging the right of their Superiority in this behalf in the Seas. Of which ſort amongſt many, the recital of theſe two ſhall ſuffice.

Franc. 11.H.4. *de ſalvo conductu.*

Rex per literas ſuas patentes per triennium duraturas ſuſcepit in ſalvum, et ſecurum conductum ſuum, ac in protectionem, tuitionem et defenſionem ſuas ſpeciales Edw. Sygal *et Opicinum Lomeline de Jean Mercatores cum bonis, et Merchandizis ſuis in quibuſdam Bargis, Carakis, ſive navibus in partibus Janus carcatis, et alibi cariandis ab iiſdem partibus in Regnum, Dominum et poteſtatem noſtra veniendum, et exinde ad portas ſuas proprias tam per terram quam per mare tranſeundo, et redeundo.*

This was granted to certain Merchants coming with their Ships and Goods, out of *Italy* into *England*.

That which followeth, was to thoſe which paſſed the Seas as well to other places, *ubicunque placuerit*, as this Kingdom.

Rot. Fran. 38. H. 6. *de ſalvo conductu.*

Rex per literas ſuas patentes de gratia ſua ſpeciali ſuſcepit in ſalvum et ſecurum conductum ſuum, ac in protectionem, tuitionem, et defenſionem ſuas ſpeciales Robertum Forreſter, Rogerum *de* Clerk, Leonardum Blanch, & Johannem *de* Conwillis, *Mercatores de* Normania, *et eorum quemlibet, ac factores, Attornatos, et ſervientes ſuos & quemlibet eorum in regnum Regis Angliæ, ac alia Dominia, Juriſdictiones et territoria Regis Angliæ quæcunque vel alibi ubicunque eis placuerit cum una nave vocata* le grace de Dieu de Roven, *portage* 90. *Doliorum, vel infra unde* Johannes *de* Bognas, Nundinas *de* Baſher, Martinus Hunday, Johannes *de* Blanch, Johannes Maſſey, *vel* Wilielmus Emry, *eſt Magiſter Quibuſdam bonis vel Merchandizis carcatæ et cum* 20. *Marinariis, et uno pagetto vel infra pro gubernatione ejuſdem Navis, nec non pro rebus herneſiis et aliis armaturis quibuſcunqui pro corporibus eorum; et pro defenſione ejuſdem navis neceſſariis et defenſibilibus ſecum habendis, et ferendis.*

It remaineth to ſhew that by reaſon of this Prerogative and Soveraignty, all manner of Wrecks, and Royal Fiſhes taken in our Seas are due unto the King of *England* only, or unto ſuch unto whom by ſpecial Charters they have granted the ſame.

For manifeſtation hereof, although the known and continued practiſe might ſuffice, we are to take notice, that by the fundamental Laws of this Kingdom, the King ſhall have Wreck of the Sea, all Whales and Sturgions taken therein, with Porpoyces, and all other Royal Fiſhes: And for declaration of this Law, the Statute made 17 *Edw.* 2. concerning the Kings Prerogative, ſaith.

Stat. de Præog. 17 E.2. *cap.* 11.

Item Rex habebit wreccum maris per totum regnum Balenas, et Sturgiones captas in mare, vel alibi infra regnum, exceptis quibuſdam privilegiatis locis per Regem.

So likewiſe Porpoyces are adjudged to belong unto the King, unleſs any man can claim the ſame by Charter, or Preſcription, and accordingly in antient Charters granted by our Kings to particular places and perſons, and among other liberties,

wreccum

wreccum maris is uſually paſſed by ſpecial words, arguing the King's Sovereign Right and Power to diſpoſe thereof at his pleaſure, by vertue whereof, Wreck at this day is taken and enjoyed by many, as well Towns and Corporations, as private Men.

But for clear proof of the Right and Practice of this Sovereignty, the Record following is very remarkable, and not to be omitted.

In a Plea between *Peter de St. Cleere* the Abbat of *Cherbourgh*, and *Godfrey de Carteret*, Attorney for the Prior (the Name of the Monaſtery is worn out of the Record) concerning 2 Tuns of Wine found by certain Mariners *in alto Mari*, and by them brought to Land through certain places, where the ſaid parties claimed to have liberty of Wreck. After long debate, and full hearing of the Caſe recited at length in the Record, the Concluſion and Judgment is as followeth.

Rot. de St. Clere, Johan. de Froſingfield & al. Juſticiar inhabit. Inſulis Gerſey & Gernſey, *&c. anno.* 2. *Ed.* 3.

Et Willielmus *de* Marciis *qui ſequitur pro Domino Rege dicit quod nullus eorum petere poteſt prædicta vina & wreccum, quia dicit quod ea tantummodo ſunt wreccum, quæ fluctus Maris projiciunt ad terram vel infra portum, vel tam prope terram quod aſtantibus in terra poſſint pependi, & ſic ducantur, vel trahentur ad portum, & ea, quæ reparta ſunt in alto Mari unde wreccum non exiſtit, quod fluctus Maris ea vellent projicere, ſed per laborem Marrinariorum leventur à Mari, & ponantur in Navi, vel batello, & ſic invaſi ducantur ad terram & non tangunt terram alicujus per trahimitronem nec alio quoviſmodo non poſſunt wreccum, ſed ſunt tantummodo de adventuris Maris de quibus nullus poteſt aliquid clamare niſi ſalvatores, & Dominus Rex conceſſit libertatem percipiendi hujuſmodi adventuras. Et petit judicium pro Domino Rege. Et prædictus* Petrus, *& alii non poſſunt hoc dedicere. Et ideo conſideratum eſt quod prædicta vina remaneant Domino Regi (ſalva ſalvatoribus parte ſua)* & Petrus, *& alii in miſericordia pro falſo clamore. Poſtea unum de prædictis doliis conceſſuſm fuit prædicto Priori pro LX^t. de parte ſua & de XX^t. reſiduis reſpondet Domino Regi.*

Whence we are to obſerve, that all findings, or things flaoting in *alto Mari*, and conſequently the main Sea, or Channel it ſelf, belonging to the King, of which thoſe that find the ſame, are to have two parts of three for their ſhare, in reſpect of their pains, and the other third part is due to the King.

For concluſion of that which hath been ſhewed already, I have thought fit to add ſuch Preſidents out of the Municipal and Common Laws of the Kingdom, marſhalled together in one Body or Claſſis, as do affirm this, the King of *England*'s Prerogative, and Supream Juriſdiction in, and over the Seas, which being ſeverally applyed to ſuch heads as are formerly ſet down, will evidently evict the truth thereof.

Bracton in his Book, *de acquirendo rerum domino* ſaith. *Si autem inſula in mari nata eſt (quod raro accidit) occupantis ſit & per conſequens Regis propter ſuum privilegium.*

Bracton de acquirendo rerum dominio, lib. 2. *fol.* 19.

The ſame *Bracton* affirmeth, That one of the Articles to be enquired before the Juſtices and Merchants was, *de purpreſturis factis ſuper dominum Regem ſive in Mari*, &c.

6. *R.* 2. Upon an Action of Debt, the Defendant ſued forth a Protection. At which time Juſtice *Belknapp* took exception, ſaying, The Protection is, *quia profecturus eſt ſuper Mare*, with *G. K.* Admiral; and you never ſaw Protection allowed of, if the Party did not go out of the Legiance of the King of *England* in the parts of *Scotland*, *Gaſcoignie* or *France*. But the Sea is of the Legiance of the King of his Crown of *England*, wherefore it ſeemeth the Protection is allowable, and you never ſaw ſuch a Protection allowed before this day: But afterwards an expreſs Writ came out of the Chancery, commanding the Protection to be allowed.

6. *R.* 2.

A Child born upon the King's Seas is not an Alien by the Common Law.

Tempore Edw. 1. a Replevin was brought of a Ship taken upon the the Waſt of *Scarborough* on the Sea, and from thence carried into the County of *Norfolk*, to which *Mutford* took two exceptions, one becauſe no certain Town, or place was named from whence the Viſne ſhould come; for the Waſt extendeth four Leagues. Secondly, becauſe of a thing done upon the Sea, this Court cannot have Cognizance. To which Juſtice *Beresford* ſaid, That the King will that Peace be kept as well upon the

the Sea, as upon the Land; and we find that you are come in upon due Proces, and ſo no cauſe but that ſhould make anſwer.

Doctor and Student ſaith, That the King is Lord of the narrow Seas, as bound to ſcowre the Sea of Pyrates and petty Robbers, and therefore ſhall have wreck of of the Sea.

By the Common Law the King ſhall have *Floſtan*, *Jeſtan*, and *Ligan*.

Floſtan being ſuch Goods as after Shipwrack do float upon the ſuperficies of the Water.

Jeſtan are all manner of Goods that the Mariners being in danger to caſt out of the Ship periſhed.

By *Ligan* is underſtood all things that are ponderous, and in Shipwrack, do ſink to the ground and bottom of the Sea.

By all which Preſidents it is manifeſt, that by the Common Law of the Land, the King is Proprietory Lord of our Seas; that the Seas of *England* are under the Legiance of the King, that the King is the Sovereign Conſervator of the Peace as well upon the Sea as Land, That not only things floating on the ſuperficies of the Water, but ſuch as lye upon the Soil or Ground thereof, belong properly unto the King, whereupon I conclude, That, *Rex Maris imperio Domino & fundo poſſidet.*

And that it may appear how great a King the King of *England* is, by reaſon of this his Sovereignty and Dominion, it will not be amiſs to take a view of the ineſtimable Riches and Commodities which (beſides our ſelves) other Nations, our Neighbours do daily reap, eſpecially by fiſhing in our Seas, inſomuch that no Chriſtian Prince of the World is Lord of any Territory, that (conſidering all Circumſtances) yieldeth the like conſtant and general benefit; for proof whereof, I will briefly ſet down ſuch Obſervations as others have heretofore made, and we our ſelves find by daily experience to be true beyond all exception.

The ineſtimable Riches and Commodities of the Britiſh Seas.

THE Coaſts of *Great Brittain* do yield ſuch a continual Sea-harveſt of gain and benefit to all thoſe that, with diligence, do labour in the ſame, that no time or ſeaſon in the year paſſeth away without ſome apparent means of profitable imployment, eſpecially to ſuch as apply themſelves to fiſhing, which from the beginning of the year unto the latter end, continuing upon ſome part or other upon our Coaſts, and therein ſuch infinite ſhoales and multitudes of Fiſhes are offered to the takers as may juſtly move admiration, not only to Strangers, but to thoſe that daily be imployed amongſt them.

The Summer fiſhing for Herring beginneth about *Midſummer*, and laſteth ſome part of *Auguſt*.

The Winter fiſhing for Herring laſteth from *September* to the midſt of *November*, both which extend in place from *Boughones* in *Scotland* to the Thames Mouth.

The fiſhing for Cod at *Alamby Wirlington*, and *White-haven* near the Coaſt of *Lancaſhire* from *Eaſter* until *Whitſuntide*.

The fiſhing for Hake at *Aberdeny*, *Alveſwhich* and other places between *Wales* and *Ireland*, from *Whitſuntide* to St. *James-tide*.

The fiſhing of Cod and Ling about *Padſtow* within the Land, and of *Severne* from *Chriſtmas* to *Midlent*.

The fiſhing for Cod on the Weſt part of *Irelaud*, frequented by thoſe of *Biſcay*, *Galicia* and *Portugal*, from the beginning of *April* until the end of *June*.

The fiſhing for Cod and Ling on the North and Northeaſt of *Ireland*, from *Chriſtmas* until *Michaelmas*.

The fiſhing for Pilchers on the Weſt Coaſt of *England*, from St. *James-tide* until *Michaelmas*.

The fiſhing for Cod and Ling upon the Northeaſt of *England* from *Eaſter* until *Midſummer*.

The

The fiſhing of great Staple Ling, and many other ſorts of Fiſh lying about the Iſland of *Scotland*, and in the ſeveral parts of the Britiſh Seas all the year long.

In *September*, not many years ſince, upon the Coaſt of *Devonſhire* near *Minigall*, 500. Tun of Fiſh were taken in one day. And about the ſame time 3000 pound worth of Fiſh in one day were taken at St. *Ives* in *Cornwall* by ſmall Boats, and other poor proviſions.

Our five-men-boats, and cobles adventuring in a calm, to launch out amongſt the *Holland* Buſſes, not far from *Robin-hoods Bay*, returned to *Whitby* full fraught with Herrings, and reported that they ſaw ſome of thoſe Buſſes take 10, 20, 24. laſts at a draught of Herrings, and returned into their own Country with 40, 50, and 100. laſts of Herrings in one Buſſe.

Our Fleet of Colliers not many years ſince returning from *Newcaſtle*, laden with Coals about the Well, near *Flanborough* head, and *Scarborough* met with ſuch multitudes of Cod, Ling, and Herring, that one amongſt the reſt with certain Ship-hooks, and other like Inſtruments drew up as much Cod, and Ling in a little ſpace of time, as were ſold well near for as much as her whole lading of Coal. And many hundred of Ships might have been there laden in two days and two nights.

Out of which wonderful affluence, and abundance of Fiſh ſwarming in our Seas, that we may the better perceive the infinite gain which forrein Nations make, I will eſpecially inſiſt upon the Fiſhing of the *Hollanders* in our Coaſts, and thereby ſhew how by this means principally they have increaſed.

1. *In Shipping.*
2. *In Mariners.*
3. *In Trade.*
4. *In Towns and Fortifications.*
5. *In Power extern or abroad.*
6. *In publick Revenue.*
7. *In private Wealth.*
8. *It all manner of Proviſions, and ſtore of things neceſſary.*

1. *Encreaſe of Shipping.*

BEſides 700. Strand Boats, 400. Sullits, Drivers and Tod-boats, wherewith the *Hollanders* Fiſh upon their own Coaſts, every one of thoſe imploying another Ship to fetch Salt, and carry their Fiſh into other Countries, being in all 3000. Sail, maintaining and ſetting on work at leaſt 4000. perſons, Fiſhers, Tradeſmen, Women, and Children. They have 100. Doyer Boats of 150. Tuns a piece, or thereabouts. 700. Pincks and Well-boats from 60. to 100. Tuns a piece, which altogether Fiſh upon the Coaſts of *England* and *Scotland* for Cod, and Ling only. And each of theſe employ another Veſſel for providing of Salt, and tranſporting of their Fiſh, making in all 1600. Ships, which maintain and imploy perſons of all ſorts, 4000. at leaſt.

For the Herring ſeaſon they have 1600. Buſſes at the leaſt, all of them Fiſhing only upon our Coaſts, from *Boughonneſſe* in *Scotland*, to the mouth of *Thames*. And every one of theſe maketh work for three other Ships that attend her; the one to bring in Salt from forrein parts, another to carry the ſaid Salt, and Cask to the Buſſes, and to bring back their Herrings, and the third to tranſport the ſaid Fiſh into forrein Countries. So that the total number of Ships and Buſſes plying the Herring Fair is 6400. whereby every Buſſe, one with another, imployeth 40. Men, Mariners and Fiſhers within her own hold, and the reſt 10. Men a piece, which amounteth to 112000. Fiſhers and Mariners. All which maintain double, if not treble ſo many Tradeſmen, Women and Children a Land.

Moreover they have 400. other Veſſels at leaſt, that take Herring at *Yarmouth*, and there ſell them for ready Mony: So that the *Hollanders* (beſides 300. Ships before mentioned fiſhing upon their own Shoars) have at leaſt 4800. Ships only maintained by the Seas of *Great Britain*, by which means principally, *Holland* being

not ſo big as one of our Shires of *England*, containing not above 28. Miles in length and 3. in breadth, have increaſed the number of their Shipping to at leaſt 10000. Sail, being more than are in *England*, *France*, *Spain*, *Portugal*, *Italy*, *Denmark*, *Poland*, *Sweden*, and *Ruſſia*. And to this number they add every day; although their Country it ſelf affords them neither Materials, or Victual, nor Merchandiſe to be accounted of towards their ſetting forth.

Beſides theſe of *Holland*, *Lubeck* hath 700. great Ships, *Hamborough* 600. *Embden* 1400. whereunto add the Ships of *Bremer*, *Biſcay*, *Portugal*, *Spain*, and *France*, which for the moſt part Fiſh in our Seas, and it will appear that 10000. Sail of forein Veſſels, and above, are imployed and maintained by fiſhing upon our Coaſts. So that in *Holland* there are built 1000. Sail at leaſt, to ſupply Shipwracks, and augment their ſtore, which as the Prince, and common Nurſery, is the chiefeſt means only to increaſe their number.

2. *Encreaſe of Mariners.*

THE number of Ships fiſhing on our Coaſts as being aforeſaid, 8400. If we allow but 20. perſons to every Ship one with another, the total of Mariners and Fiſhers, amounteth to 168000. out of which number they furniſh their longer Voyages to all parts of the World; for by this means they are not only enabled to brook the Seas, and to know the uſe of the Tackles, and Compaſs, but are likewiſe inſtructed in the principles of Navigation and Pylotage, inſomuch as from hence their greateſt Navigators have had their Education, and Breeding.

3. *Encreaſe of Trade.*

BY reaſon of thoſe multitude of Ships and Mariners, they have extended their Trade to all parts of the World, exporting for the moſt part in all their Voyages our Herring, and other Fiſh for the maintenance of the ſame. In exchange whereof they return the ſeveral Commodities of their Countries.

From the Southern parts, as *France*, *Spain*, and *Portugal*, for our Herrings, they return Oyls, Wines, Pruynes, Honey, Woolls, *&c.* with ſtore of Coin *in Specie*.

From the *Straights*, Velvets, Sattins, and all ſorts of Silks, Allomes, Currans, Oyls, and all Grocery ware, with much Mony.

From the *Eaſt* Countries for our Herrings, and other *French*, and *Italian* Commodities before returned, they bring home Corn, Wax, Flax, Hemp, Pitch, Tar, Sope-aſhes, Iron, Copper, Steel, Clap-board, Wainſcot, Timber, Deal-board, Dollars, and *Hungary* Gilders.

From *Germany* for Herrings, and other Salt-fiſh, Iron, Steel, Glaſs, Milſtones, Rheniſh-wines, Button-plate for Armour, with other Munition, Silks, Velvets, Raſhes, Fuſtians, Baratees, and ſuch like Frankford Commodities, with ſtore of Rix dollars.

From *Brabant* they return for the moſt part ready Mony with ſome Tapeſtries, and Hullſhop. Yea ſome of our Herring are carried as far as *Braſeile*.

And that which is more ſtrange and greately to our ſhame, they have four hundred ſhips with fiſh, which our men of *Tarmouth* within ken almoſt at land do vent our Herrings amongſt us here in *England*; and make us pay for fiſh taken upon our own coſt ready Money, wherewith they ſtore their own country.

4. *Encreaſe of Towns and Fortes.*

BY this their large extent of Trade, they are become as it were Citizens of the whole World, whereby they have ſo enlarged their Towns, that moſt of them within theſe four hundred Years are full as great again as they were before; *Amſterdam*, *Leyden*, and *Midleburgh* having been lately twice enlarged and their Streets, and Buildings ſo fair, and orderly ſet forth that for Beauty and Strength, they may compare

compare with any other in the World, upon which they beſtow infinite Sums of Money, all originally flowing from the bounty of the Sea, from whence by their labour and induſtry they derive the beginning of all that wealth and greatneſs, and particularly for the Havens of the aforeſaid Towns, whereof ſome of them coſt 40, 50, or 100000 ℔. Their Fortifications alſo both for number and ſtrength, upon which they beſtowed infinite Sums of Mony, may compare with any other whatſoever.

5. *Encreaſe of Power abroad.*

SUch being then the number of the Ships, and Mariners, and ſo great their Trade occaſioned principally by their fiſhing; they have not only ſtrengthened, and fortified themſelves at home to repel all forrein Invaſions, as lately in the War between them, and *Spain*, but have likewiſe ſtretched their power in the *Eaſt* and *Weſt-Indies*, in many places whereof they are Lords of the Sea Coaſts, and have likewiſe fortified upon the Main, where the Kings, and People are at their Devotion. And more then this, all neighbour Princes in their differences, by reaſon of this their power at Sea, are glad to have them of their party. So that next to the *Engliſh*, they are now become the moſt redoubted Nation at Sea of any other whatſoever.

6. *Encreaſe of publick Revenue.*

MOreover how mighty the publick Revenue, and Cuſtoms of that State are increaſed by their fiſhing, may appear in that above thirty Years ſince, over and above the Cuſtoms of other Merchandiſe, Exciſes, Licenſes, Waſtage, and Laſtage, there was paid to the State for Cuſtom of Herring and other Salt-fiſh above 300000 ℔ in one Year, beſides the 10th fiſh, and Cask paid for waſtage, which cometh at leaſt to as much more among the *Hollanders* only, whereunto the 10th of other Nations being added it amounteth to a far greater Sum.

We are likewiſe to know that great part of their fiſh is ſold in other Countries for ready Money, for which they commonly export the fineſt Gold and Silver, and coming home Recoin it of a baſer allay under their own Stamp, which is not a ſmall means to augment their publick Treaſure.

7. *Encreaſe of private Wealth.*

AS touching their private wealth, if we conſider the abundant ſtore of Herrings, and other fiſh by them taken, and the uſual prices they are ſold for, as alſo the multitude of Tradeſmen and Artizans, that by reaſon of this their fiſhing are daily ſet on work; we muſt needs conclude that the gain thereof made by private Men muſt of neceſſity be exceeding great, as by obſerving the particulars following will plainly appear.

During the Wars between the King of *Spain*, and the *Hollanders* before the laſt Truce, *Dunkirk* by taking, ſpoiling, and burning the Buſſes of *Holland*, and ſetting great Ranſome upon their fiſhermen, enforced them to compound for great Sums that they might fiſh quietly for one year, whereupon the next year after the fiſhermen agreed amongſt themſelves to pay a Dollar upon every laſt of Herrings, towards the the maintenance of certain Ships of War, to waft and ſecure them in their fiſhing, by reaſon whereof there was a record kept of the ſeveral laſts of Herrings taken that year, and it appeared thereby that in one half year there were taken 30000 laſts of Herrings; which, at twelve pound *per* laſt, amounteth to 3600000. and at 16, 20, 30 ℔ the laſt they are ordinarily ſold, then tranſported into other Countries it cometh at leaſt to 5000000 ℔. Whereunto if we add the Herrings taken by other Nations, together with the Cod, Ling, Hake, and the fiſh taken by the *Hollanders*

and other our neighbours upon the *Britiſh* Coaſts all the year long, the total will evidently ariſe to be above 10000000 ℔.

The great trade of fiſhing imploying ſo many Men, and Ships, at Sea, muſt likewiſe neceſſarily maintain as great a number of Tradeſmen, and Artizans on land, as Spinners, Hemp-winders to Cables, Cordage, Yarn-twine for Nets and Lines, Weavers to make Sail Cloaths, Cecive Packers, Tollers, Dreſſers, and Couchers to ſort, and make the Herring lawful merchandize. Tanners to tan their Sails and Nets, Coopers to make Cask, Block, and Bowle makers for Ships, Keelemen, and Labourers for carrying, and removing their fiſh, Sawyers for planks, Carpenters, Shipwrights, Smiths, Carmen, Boatmen, Brewers, Bakers, and a number of others, whereof many are maimed perſons and unfit to be otherwiſe imployed. Beſides the maintenance of all their ſeveral Wives, and Children, and Families. And further every Man and Maid-ſervant, or Orphant having any poor Stock, may venture the ſame in their fiſhing Voyages which affords them ordinarily great increaſe, and is duly paid according to the proportion of their gain.

8. *Encreaſe of proviſion.*

AND to conclude it is manifeſt that *Holland* only affording in it ſelf ſome few Hops, Madders, Butter and Cheeſe, aboundeth notwithſtanding (by reaſon of this Art of fiſhing) in plentiful manner with all kind of proviſions as well for life, as in Corn, Beef, Muttons, Hides, and Cloaths, as for luxury in Wines Silks, and Spices, and for defence as in Pitch, Tar, Cordage, Timber. All which they have not only in competent proportion for their uſe, but are likewiſe able from their ſeveral Magazines to ſupply their neighbour Countries.

The premiſes conſidered it maketh much to the ignominy, and ſhame of our *Engliſh* Nation, that God and Nature offering us ſo great a Treaſure, even at our own Doors, we do notwithſtanding neglect the benefit thereof, and by paying Mony to Strangers for the fiſh of our own Sea, impoveriſh our ſelves to make them rich. Inſomuch that for want of induſtry, and care in this particular 225. fiſher Towns are decayed and reduced to extream poverty, whereas on the contrary by diligent endeavouring to make uſe of ſo great a bleſſing, we might in ſhort time repair theſe decaied Towns of the Kingdom, and add both Honour, Strength, and Riches to our King and Country, which, how eaſily it may be done, will appear by ſome few obſervations following.

By erecting two hundred and fifty Buſſes of reaſonable ſtrength, and bigneſs there will be imployment made for a 1000. Ships, and for at leaſt 10000 Fiſhermen and Mariners at Sea, and conſequently for as many Tradeſmen and Labourers at Land.

The Herrings taken by the Buſſes will afford his Majeſty 200000 ℔ yearly Cuſtom outward, and for Commodities returned inward 30000 ℔ and above.

We have timber ſufficient, and at reaſonable rates growing in our own Kingdom for the building of Buſſes, every Shire afordeth hardy and able Men, fit for ſuch imployment, who now live poorly, and idle at home.

We have Victuals in great plenty ſold at eaſie rates without payment of Exciſes, or Impoſt.

Our Shoars and Harbours are near the places where the fiſh do haunt.

For Drink, or Nets, Salting, and packing our fiſh, and for ſuccour in ſtreſs of weather, we may bring our fiſh to Land, ſalt and pack it, and from ſome parts of his Majeſties Dominions be at our Markets in *France*, *Spain*, or *Italy*, before the *Hollanders* can arrive in *Holland*.

We have means to tranſport our fiſh into ſome *Northern* Countries, where the *Hollanders* ſeldom or never come. And though we had as many Buſſes as the *Hollanders*, yet there is vent for all, or more, for in the *Eaſt* and *Northern* Countries, and in many other places, Herrings are every daies meat, Winter and Summer, as well to draw on drink as to ſatisfie hunger, and in moſt places the greateſt part of the

year

year they be ſcarce to be had, for preſently after *Michaelmas* the Sound and Rivers are frozen up, ſo as no Herrings can be tranſported into 20 ſeveral Kingdoms, and free States until *July*, which is for thirty weeks ſpace together, ſo that when Lent comes there are few to bought for Mony.

Laſtly, ſince by care and induſtry we gained from the *Flemmings*, doubtleſs ſo by the means we may as eaſily grow expert in the Art of Fiſhing, and in time make it a ſtaple Commodity of our own.

But this we ſhall the better and ſooner do, if we conſider, and endeavour to reform certain wants and abuſes which hitherto have hindred us from effecting that good, and great work, whereof theſe that follow are none of the leaſt.

1. General liberty of eating fleſh contrary to old Cuſtom, and the Statute Laws provided for obſerving Fiſh days, from whence our ſcarcity and dearth of fiſh proceedeth; for where fleſh is ordinarily ſpent fiſh will not be bought, and want of ſale decayeth all trade, gain being the nurſe of Induſtry.

2. Want of order and diſcretion in our fiſhing, every Man being left to himſelf, and permitted to fiſh as beſt liketh him: Whereas amongſt the *Hollanders*, two of the beſt experienced Fiſhermen are appointed to guide the reſt of the fleet, all others being bound to follow them, and to caſt their lines according to their direction.

3. The *Hollanders* and other Nations ſet forth with their Buſſes in *June* to find the ſhoal of fiſh, and having found it, dwell amongſt it till *November*, whereas we ſtay till the Herring come home to our road ſteads, and ſometimes ſuffer them to paſs by ere we look out, our Herring fiſhing containing only ſeven weeks at the moſt, and theirs twenty.

4. The *Hollanders* Buſſes are great and ſtrong, and able to brook foul weather, whereas our Cobles, Crayers and Boats being ſmall, and thin ſided, are eaſily ſwallowed by a rough Sea, not daring to adventure far in fair weather by reaſon of their weakneſs for fear of ſtorms.

5. The *Hollanders* are induſtrious, and no ſooner are diſcharged of toding, but preſently put forth for more and ſeek for Markets abroad as well as at home; whereas our *Engliſh* after they had been once at Sea, do commonly never return again until all the Mony taken for their fiſh be ſpent, and they in debt ſeeking only to ſerve the next Market.

6. The *Hollanders* have certain Merchants who during the Herring ſeaſon do only come to the places where the Buſſes arrive, and joyning together in ſeveral Companies, do preſently agree for the lading of 30 or 40. Buſſes at once, and ſo being diſcharged they may ſpeedily return to their former Shipping; whereas our fiſhermen are uncertain of their Chapmen, and forced to ſpend much time in putting of their fiſh by parcels.

Theſe and other defects would carefully be taken into conſideration, and certain orders made to make our fiſhing proſperous, and ſucceſsful, eſpecially conſidering the careful miſchiefs, the neglect hereof hath brought to the King and Kingdom in general, and to many good Towns, and Corporations in particular, as by authority even of Parliament it ſelf in the Statute of 33. *Hen.* 8. is plainly teſtified, which I have ſummarily here ſet down to avoid the prolixity of the original.

Becauſe the *Engliſh* fiſhermen dwelling on the Sea Coaſts did leave off their trade of fiſhing in our Seas and went the half Seas over, and thereupon the Seas did buy fiſh of *Pickards*, *Flemmings*, *Normans*, and *Zelanders*, by reaſon whereof many incommodities did grow to the Realm, *viz.* the decay of the wealth and proſperity as well of the Cinque Ports, and Members of the ſame, as of other Coaſt Towns by the Sea ſide, which were builded, and inhabited by great multitudes of people by reaſon of uſing and exerciſing the craft and feat of fiſhing. Secondly, the decay of a great number of Boats and Ships. And thirdly, the decay of many good Marriners both able in body by their diligence, labour, and continual exerciſe of fiſhing, and expert by reaſon thereof in the knowledge of the Sea Coaſts, as well within

in this Realm, as in other parts beyond the Seas. It was therefore enacted that no manner of persons *English*, *Denizens*, or Strangers at that time, or any time after dwelling in *England*, should buy any Fish of any Strangers in the said Ports of *Flanders*, *Zeland*, *Picard*, *France*, or upon the Sea between shoar and shoar, &c.

1. *Mar.* Ca. 14. This Act by many continuances was continued from Parliament to Paliament, until the first of Queen *Mary*, and from thence to the end of the next Paliament, and then expired.

For conclusion, seeing by that which hath formerly been declared, it evidently appeareth that the Kings of *England* by immemorable prescription, continual usage, and possession, the acknowledgment of all our Neigbour States, and the Municipal Laws of the Kingdom have ever held the Soveraign Lordship of the Seas of *England*, and that unto his Majesty, by reason of his Soveraignty, the Supream Command and Jurisdiction over the passage, and fishing in the same rightfully appertaineth, considering also the natural scite of those our Seas that interpose themselves between the great *Northern* Commerce of that of the whole World, and that of the *East*, *West*, and *Southern* Clymates, and withall the infinite Commodities that by fishing in the same is daily made. It cannot be doubted but his Majesty, by means of his own excellent Wisdom and Vertue, and by the Industry of his faithful Subjects and People, may, without Injustice to any Prince or person whatsoever, be made the greatest Monarch for Command and Wealth, and his people the most opulent and flourishing Nation of any other in the World. And this the rather, for that his Majesty is now absolute Commander of the *British* Isle, and hath also enlarged his Dominions over a great part of the *Western Indies*; by means of which extent of Empire, (crossing in a manner the whole Ocean) the trade, and persons of all Nations (moving from one part of the World to the other) must of necessity, first, or last, come within compass of his power, and jurisdiction.

And therefore the Soveraignty of our Seas being the most precious Jewel of his Majesties Crown, and (next under God) the principal means of our Wealth and Safety, all True *English* Hearts and Hands are bound, by all possible means and diligence, to preserve and maintain the same, even with the uttermost hazard of their Lives, their Goods and Fortunes.

FINIS.

ADVICE

Concerning

BILLS

OF

EXCHANGE.

Wherein is ſet forth

The Nature of Exchange of Monies, ſeveral forms of Bills of Exchange in different Languages, manner of proceeding in Proteſt, Countermand, Security, Letters of Credit, Aſſignment; and generally the whole practical part and body of Exchanges Anatomized.

With two exact *TABLES* of *New ſtile* and *Old ſtile*.

By *JOHN MARIUS* publick Notary.

The Fourth Edition, very much enlarged and corrected by the Authour.

The like never before Publiſhed by any.

LONDON,
Printed for *Robert Horne* at the South-entrance of the *Royal Exchange* in *Cornhill*, 1684.

TO THE READER.

IN the year 1651. I put forth a ſmall Treatiſe concerning Bills of Exchange, which having found good acceptance by all in whoſe hands it came, (that ever I could hear of,) and being ſince much ſolicited by ſome to enlarge upon that Theme, that I might be ſerviceable in my generation, and for the more general good of all, I have yielded to their deſires; for whereas I did in the firſt Impreſſion mention onely ſome Cuſtoms of Merchants concerning Bills of Exchange, I have now in this ſecond not onely compriſed what was formerly handled, and ſomething enlarged upon the ſame, for the better underſtanding thereof, but alſo added very much in ſetting down the nature of Exchange, the ſeveral denominations and kinds thereof, the Pair of ſome Countries, the proper appellations and names of thoſe perſons which do negotiate by Exchange, how many perſons are therein active, divers Caſes propounded and reſolved, Objections anſwered, to know when any Bill will fall due, Monies taken up by Letters of credit, two perfect Tables of the juſt day from New ſtile to Old ſtile throughout the year, which may ſerve as an indifferent Judge between party and party, and full directions almoſt in all caſes that may happen in Bills of Exchange, uſefull as well to the Merchant-man, as to the Notary and others, for I have in a manner gone through the whole body of Exchange; As for Attachments, and ſome few other caſes on Bills of Exchange, I have purpoſely omitted, leſt I ſhould give occaſion to any turbulent ſpirit to make conteſt where none need; The right dealing Merchant doth not care how little he hath to doe in the Common Law, or things of that nature; neither have I herein ſet down ſeveral inſtances of exchanges of one Town or Country with another, to ſhew what the parcel will amount unto with the exchange from one ſort of Money or ſpecies to another, in regard the ſame hath been already publiſhed by divers, eſpecially by Mr. *Lewis Roberts* in his *Map of Commerce*, printed in the year 1638. but I have given my advice in the practical part of Exchanges,

Exchanges, according to the Cuſtome of Merchants uſed in *England*; And I have generally backed my advice with ſome reaſons, which amongſt wiſe men is eſteemed more prevalent than Law it ſelf; I dare warrant the proceedings of any that ſhall walk after this my advice to be good and juſtifiable by the Law of Merchants, but I think I need not hang a buſh, if the palate be right, I know the wine cannot be diſreliſhed; It is the Crop of four and twenty years experience in my imployment in the Art of a Notary publick, which I am, and do yet practiſe at the Royal Exchange in *London* both for Inland and Outland Inſtruments. Reader, let not one peruſal ſuffice thee, this labour is mine, the gain will be thine, I am but the Adviſer, be thou the Adviſed by

JOHN MARIUS.

THE

THE CONTENTS OF THIS BOOK.

EXchange excellent and neceſſary Pag. 1.
Exchange Real, what it is Ibid.
Inland and Outland Bills all alike p. 2.
Four perſons employed to make an Exchange Ibid.
Three perſons to make an Exchange ſeveral ways Ibid.
Two perſons to make an Exchange p. 3.
Dry Exchange what it is Ibid.
Feigned Exchange what it is p. 4.
Petty Exchange what it is Ibid.
Pair what it is Ibid.
For what parts the Exchange is made Ibid.
Upon what the Exchange is valued Ibid.
The Pair of ſeveral Countries p. 5.
Receive your money before you part with your Bill by aſſignment to receive your money elſewhere p. 6.
Several forms of Bills of Exchange p. 7.
Take up money by Exchange for another man, how performed p. 9.
Note in your book the name and place of aboad of him who preſents a Bill to be accepted p. 10.
Keep Copies of Bills ſent to get accepted Ibid.
Make the direction of bills on the inſide p. 11.
Whether a man is bound to preſent his Bill to be accepted p. 12.
Whether the Acceptor is freed by proteſting p. 13.
Times of payment, and in what ſpecies Ibid.
Danger in making Bills payable to the bearer Ibid.
The names and times of Old and New ſtile, though both agreeing, yet how diſtinguiſhed p. 14.
No witneſs to a Bill of Exchange Ibid.
Hamborough and Strasburgh ſtile p. 15.
Uſance from Venice, Hamborough, &c. Ibid.
No three days for acceptance Ibid.
Twenty four hours for acceptance Ibid.
Give advice by the firſt Poſt p. 16.

The CONTENTS.

Bill drawn on two persons p. 16.
Verbal acceptance Ibid.
Accept for part p. 17.
Note on your Bills the times when they will fall due Ibid.
Keep or return Bills accepted Ibid.
The Deliverer is Master Ibid.
Countermand p. 18.
Countermand Ibid.
Usance what it is, how to be accounted Ibid.
Days-sight p. 19.
An accepted bill lost by the party to whom payable Ibid.
Objections made and answered p. 20.
No revoking Acceptance Ibid.
Accept for longer time p. 21.
Receive part Ibid.
Bill accepted by another man Ibid.
How to reckon the time p. 22.
Half Usance p. 23.
Three days after due Ibid.
Protest must be made though the three days are expired p. 24.
Bill payable at a prefixt day Ibid.
Acceptance by Wife or Servant p. 25.
A Bill drawn on one place, and payable at another p. 26.
The Taker bound to the Deliverer, and the Acceptor bound to the party to whom payable Ibid.
Better security p. 27.
Protest in the day time Ibid.
Protest returned for non acceptance, or want of better security p. 28.
Protest for non-payment returned Ibid.
Keep the accepted Bill, but return the non-accepted p. 29.
Bill of Exchange lost left to be accepted Ibid.
Bill endorsed in blank p. 30.
Accept for account of Drawer Ibid.
Bill paid upon protest p. 31.
Bill must not be paid before due Ibid.
Second Bill with an assignment p. 32.
Party dead which accepted Ibid.
Party dead to whom payable Ibid.
Bill without an assignment p 33.
No such man to be found Ibid.
No body at home Ibid.
No avoiding protest Ibid.
Figures and words disagreeing Ibid.
A Name mended or interlined p. 34.
Bill payable positively to such a man Ibid.
Bill without direction Ibid.
The Drawer repays the value upon protest p. 35.
Letters of Credit Ibid.
Put Bill in Letter Case or Almanack p. 37.
How to bring French Crowns into sterling money Ibid.
Directions concerning the two Tables of Old and New stile p. 38.
The two Tables themselves p. 40, 41.
Short instructions to keep Merchants Accounts. p. 42.

ADVICE.

ADVICE

CONCERNING

Bills of Exchange.

Exchange Excellent and Neceſſary.

EXCHANGE is by ſome held to be the moſt myſterious part of the Art of Merchandizing and Traffick, being grounded upon Cuſtome and Experience; and the Neceſſity and Commodiouſneſs of *EXCHANGES* is ſeen, in that it hath found a general allowance in all Countries time out of mind, and yet is maintained with the general conſent of all, for it prevents the danger and adventure of carriage of Monies from one City or Country to another.

And this is done onely by two or three lines written on a ſmall peice of paper, termed, *A Bill of Exchange*; which is ſo noble and excellent, that though it cannot properly (as I conceive) be called a *ſpecialty*, becauſe it wanteth thoſe formalities which by the common-Law of *England* are thereunto required as ſeal, and delivery, and witneſſes; yet it is equivalent thereunto, if not beyond, or exceeding any ſpecialty or bond, in its punctuality and preciſe payment, carrying with it a commanding power, though directed from the Servant to the Maſter; for if by him accepted, it concerneth him every whit as much to ſee it be paid with honour at the time, as the Servant can deſire, or the party to whom it is payable can expect, in regard the Acceptors Credit lieth at ſtake: And if he fail of payment at the preciſe day, preſently there will iſſue forth a *Proteſt*, which may tell tales, and ſoon make a Dilemma in his Commerce; for he muſt not expect to continue his Credit long, that doth not pay his accepted Bills at the time appointed, and beſides his own, his Servant or Friend, the Drawers Credit will alſo be wounded; beſides the charges which are incident thereunto, and unavoidable payment of Principal and Charges at the end, if the party or parties are able; for both Acceptor and Drawer are bound untill payment, as ſhall be more particularly ſhewed in this enſuing Treatiſe: Thus much in general, for I love not to ſpend more words than need, or to tell a large ſtory to little or no purpoſe.

Exchange what it is.

REAL *Exchange*, is nothing elſe, but to give or take up Money in one City or Town, to the end to have again, or to reſtore the juſt value thereof in Money in another Town, according to the price which ſhall be agreed upon between the taker and the deliverer, to allow or pay for the Exchange of the Money, and the loſs of time, which will be from the time that the Money is taken up or delivered, untill it be reſtored or received again.

Inland

Inland and outland Bills all alike.

AND by this it appeareth, That a Bill of Exchange which ſhall be made for Monies taken up at *Edenborough*, *York*, *Briſtol*, *Exon*, *Plymouth*, *Dover*, or any other part of *England* or *Scotland*, and payable at *London*, is in all things as effectual and binding as any *Bill* of *Exchange* made beyond the Seas, and payable here in *England*, which we uſe to call an Outland Bill, and the other an Inland Bill, both the Inland and the Outland being made for Monies taken up by Exchange: And Exchange of Monies being a thing which may be done as well from one Town to another, as from one Countrey, Kingdom, or Nation to another, it muſt needs be, that the Bills of Exchange which ſhall as well be made at one part as at another (I mean Inland and Outland) ought to be eſteemed of equal worth, and the cuſtome of Merchants on both equally obſerved; howbeit Mr. *John Trenchant* in his Book of Arithmetick Printed at *Lions* in *Anno* 1608. ſaith, that an Exchange made in the ſame Realm, as from *Lions* to *Paris*, is not real, for that the real Exchange is appointed onely for Exchange between Towns in ſubjection unto divers Lords, who do not allow Monies to be tranſported out of their own Territories, or becauſe the Monies from one place are not conveyed to the other without great loſs.

Four Perſons to make an Exchange and how called.

ORdinarily there are four Perſons requiſite to be imployed in the taking up or remitting any parcel of Money by Exchange, (beſides the Broker which doth procure the parcel) as namely, two at the place where the Money is taken up, and two at the place where the Money is payable. 1. The party which doth deliver the Money by Exchange, whom we uſe to call the Deliverer, or the Giver, (and the *French*, *le banquieur*,) becauſe there are which do keep a ſtock of Money onely to Negotiate by Exchange (as our Uſurers do Money to deliver at Intereſt) although theſe Bankers will as well take up as deliver Monies by Exchange, according as they ſee it moſt advantagious unto them, by the riſe or fall of the price of Monies by Exchange. 2. The taker or party which doth receive or take up Money by Exchange, and this party we uſually call the Drawer, becauſe he may be ſaid to be the chief occaſion of the draught of thoſe Monies from one place to another by virtue of his *Bill of Exchange*. 3. The party which is to repay the Money, or he upon whom the *Bill* is drawn, or to whom the *Bill of Exchange* is directed. And fourthly, The party to whom the Money is made payable, or he to whom the *Bill* is ſent to get accepted, and to receive the Money when due according to the *Bill*. So that by ſetting down theſe four parties, and what uſe there is of them in Exchange of Monies, it is apparent, that there muſt be a correſpondency and familiar acquaintance held between the party which doth deliver Monies by Exchange, and he to whom the ſame is made payable; and the party which doth take up Monies by Exchange, and he on whom the *Bill* is drawn.

Three Perſons to make an Exchange.

BUT ſometimes there are but three perſons needfull in the doing a parcel of Money by Exchange; as Firſt, the Taker; Secondly, the Deliverer; and Thirdly, the party on whom the Bill is drawn. Firſt, the Taker, he makes and ſubſcribes a *Bill of Exchange* for ſo much Money by him received of the Deliverer; Secondly, the Deliverer, he orders the Bill to be made payable to himſelf, or Aſſigns for the value of himſelf; and Thirdly the party that is to pay the Bill; for the Taker he directs the Bill to his Friend, or Servant to pay the ſame. Now this way of Exchange is very uſefull, according as occaſion

caſion may be. For ſuppoſe I were to go from *London* to *Plymouth*, there to imploy ſome Monies in the buying of ſome Commodity; I deliver my Monies here in *London*, to ſome body who giveth me his *Bill of Exchange* on his Friend, Factour, or Servant at *Plymouth* payable to my ſelf; ſo I carry the Bill along with me, and receive my Money my ſelf by virtue thereof at *Plymouth*.

Another way, wherein onely three perſons are needfull in the Negotiation of Monies by Exchange: namely, Firſt, the Drawer. Secondly, the party on whom it is drawn. Thirdly, the party to whom it is payable. Firſt, the Drawer having Monies in his hands belonging to the party to whom he orders the Bill to be paid, doth make a *Bill of Exchange* himſelf, confeſſing the value received in his own hand. Secondly, charging it on his Friend, or Factour. Thirdly, payable to the party to whom he was indebted. There is yet one way more, wherein Monies may be remitted by Exchange onely with the help of three perſons. 1. The Taker; 2. The Deliverer; 3. The party to whom payable. As thus: If I were at *Dartmouth*, or *Exon*, and intended to come to *London*, I would take up Monies by Exchange at *Dartmouth*, or *Exon*, and ſubſcribe *Bills of Exchange* for the ſame, confeſſing the value received of the Deliverer, directed or drawn on my ſelf, payable to whom the Deliverer ſhould appoint in *London*.

Two Perſons to make an Exchange.

LIkewiſe a parcel of Money may be done by Exchange between two perſons: Firſt, the Drawer, and Secondly, the party on whom it is drawn; the Drawer he makes a *Bill of Exchange* payable to himſelf, or order for the value in himſelf, and ſubſcribes the Bill, and directs it to the party that oweth him Money, and is to pay it by Exchange, by which Bill (when the party on whom it is drawn hath accepted it) he becometh debtour to the Drawer, and he, before the Bill falls due, doth Negotiate the parcel with another man, and ſo draws in the Money at the place where he liveth, and makes onely an Aſſignment on the Bill, payable to him of whom he hath received the value. The uſefulneſs of framing *Bills of Exchange* after theſe ſeveral forms beforementioned, will be found out according as each man's occaſion ſhall preſent in his Trade and Commerce by Exchange, which is ſo neceſſary, as that there is ſcarce a Merchant but at ſome time or other, one way or other, doth either receive or pay Monies by *Bill of Exchange*.

All theſe manner of Exchanges before mentioned are termed *Real Exchange*, becauſe it is a thing really done, and the Money really Exchanged from one place to another.

There are other Exchanges of Monies, ſo called (but improperly) as Dry Exchange, feigned or imaginary Exchange, and ſmall or petty Exchange.

Dry Exchange.

DRY Exchange, is, when I, having occaſion of Monies, deſire a Banker to lend me 100 *l.* at Intereſt for a certain time; the Banker unwilling to deliver at Intereſt, offers me 100 *l.* by Exchange for *Amſterdam*, whereunto I agree; but I having not any correſpondence there, the Banker bids me make my *Bills of Exchange* for ſo much Money to be paid at double or treble uſance at *Amſterdam*, by any imaginary body, at the price the *Exchange* ſhall there go at, which I do; the time being run out, comes a Proteſt from *Amſterdam* for non-payment, with their Exchange of the Money from *Amſterdam* to *London*; All which with coſts I muſt repay him here in *London* for the Money he lent me.

Feigned Exchange.

FEigned *Exchange*, is when I owe a Banker Monies, and have no Money at preſent to pay; I deſire time, the Banker grants it me; But I am bound to pay him his Money by Exchange at the time at *Roan*, yet we are agreed between our ſelves, that if I pay it him here in *London* at the time, then I am free, otherwiſe I am bound as above. In the interim, the Banker writes to his Friend at *Roan*, that againſt ſuch a time he do ſend him from thence a *Bill of Exchange* for the like Sum; Feigning that he oweth it him there. After the time is expired, comes a *Bill of Exchange* from *Roan*, to pay here ſo much as he owed there, with the rechange; all which the Banker puts to my Accompt, all which the Banker *per* our Agreement will force me to Pay in caſe I do not pay him here at time agreed upon.

Petty Exchange.

PEtty *Exchange* is the changing of one ſort of Money for another, as to Exchange 20 *s.* in Silver, for 21 *s.* in Braſs or Copper Farthings, and the like. But theſe three laſt mentioned kinds of Exchanges, I intend not to inſiſt upon in this enſuing Treatiſe, in regard they are not ſo commendable as the Real Exchange, nor (as I conceive) much practiſed in theſe parts.

Pair.

PAir (as the *French* call it) is to equalize, match or make even the Money of Exchange from one place with that of another place, when I take up ſo much Money *per Exchange* in one place, to pay the juſt value thereof in other kind of Money in another place, without having reſpect to the price currant of Exchange for the ſame, but onely to what the Monies are worth, and do currantly paſs for in each place; according whereunto is eaſily found out the profit and loſs, which from time to time is made in whatſoever parcels of Money drawn or remitted by Exchange: And it is likewiſe termed delivering Money at *Pair*, when there is received in one Town juſt ſo much Money as was delivered by Exchange in another Town; As when I deliver by Exchange 100 *l.* ſterling at *York* to receive 100 *l.* ſterling at *London*, which is done onely by the loſs of time.

For what Parts the Exchange is made.

THE price of Exchange of Monies from one Country to another, is uſually made from and to the moſt eminent Cities or Towns, in each place or Country where Commerce and Trade is held between Merchants in Exchange of Monies; And the Trade ceaſing at any Town, the price currant of Exchange for that Town ceaſeth with it: As for inſtance, when the *Engliſh* Merchant Adventurers had their Factours and Company at *Delft*, then there was a price currant of Exchange from *London* to *Delft*; but the Company removing from *Delft* to *Rotterdam*, there they are at preſent, there is now no price currant of Exchange from *London* to *Delft*, but from *London* to *Rotterdam*.

Upon what the Exchange is valued.

NOW moſt Countries uſing ſeveral kinds of Monies, different in value one from another, the Exchange is valued or rated upon ſome one certain, moſt conſiderable Species or ſort of Money for each Country or Town, as followeth.

The Exchange of Monies from *London* to *Antwerp*, *Amſterdam*, *Middleborough*, *Liſle* and *Rotterdam*, is uſually accounted and valued on the Pound *Sterling* of 20 *s.* *Engliſh* Money; that is to ſay, to pay after the rate of ſo many Shillings, and ſo many Pence *Flemiſh* Money for every Pound *Sterling*: The Exchange

Exchange from *London* to *Hamborough* is on the Pound *Sterling* to pay ſo many Shillings, and ſo many Pence *Hamborough* Money *per* Pound *Sterling*, which differeth ſomething from the *Flemiſh* Money: The Exchange from *London* for *Paris* and *Roan* is valued on the *French* Crown; that is, to pay ſo many Pence, and ſo many parts of a penny ſterling for every *French* Crown: The Exchange from *London* to *Venice* is made on the Ducat, ſo many pence and parts of a penny ſterling for every Ducat: And the Exchange from *London* to *Ligorn* is made on the Dollar or peice of Eight, to pay ſo many pence and parts of a penny ſterling for every Dollar; and theſe are the moſt uſual places, for which there is a price currant of Exchange at *London* at preſent.

The Pair *of ſeveral Countries.*

THE *Pair* at *Antwerp*, *Amſterdam*, *Middleborough*, *Liſle* and *Rotterdam*, with our Pound ſterling, is thirty and three ſhillings and four pence *Flemiſh* to a Pound ſterling, which thirty three ſhillings four pence *Flemiſh*, do make ten Gilders, at 2 *s.* ſterling the Gilder, or ten Livers *Tournois*.

Pair at France.

THE *Pair* at *Paris*, *Roan*, and other Parts of *France* with our ſterling Money is at 71 ſoulz the Crown, or 6 *s.* ſterling the *French* Crown of three Livers *Tournois*, which three Livers make 6 *s.* ſterling, every Liver at 2 *s.* ſterling, and every ten ſoulz *French* reckoned at twelve pence ſterling.

Pair at Ligorn.

THE *Pair* at *Ligorn* with our ſterling Money is at four ſhillings and ſix pence, or fifty and four pence *per* Dollar or piece of Eight.

Pair at Venice.

THE *Pair* at *Venice* with our ſterling Money is at ſix Livers and four ſoulz of *Venice per* Ducat, or 4 *s.* 3 *d.* or fifty one penny ſterling *per* Ducat.

Pair between Antwerp *and* Paris, *or any Part of* France.

THE *French* Crown of 60 ſoulz, or three Livers *Tournois*, wherein Exchanges are uſually made for *France*, is worth ſoulz 89 $\frac{17}{87}$ groſs of *Antwerp*, which is indeed the true value of the Crown; If then the Bill of Exchange be made for leſs than 89 $\frac{17}{87}$ groſs *per* Crown of 3 *l. Tournois*, there is a loſs thereby, and if for more there is a gain; So that 89 $\frac{17}{87}$ groſs, being the *Pair* in Exchanges between theſe two Countries, in the Crown of *France*, and in the Groſs of *Antwerp*, you may preſently ſee whether there be loſs or gain by any parcel done by Exchange; And the like may be done between any other two places, having firſt found out the *Pair* or equalizing the Money of one Country with the Money of the other Country where the Exchange is to be made, and knowing at what price the Exchange then goeth, the loſs or gain will ſoon appear. But this *Pair* being grounded principally upon the currant value of Coins, the plenty and ſcarcity thereof, the riſing and falling, inhancement and debaſement of the ſame, it muſt neceſſarily follow that the ſame is ſubject unto change, as experience doth ſhew.

Hamborough *Pair.*

TWenty ſhillings ſterling for *Hamborough* at *Pair* is wont to be reckoned four Rix Dollars, which makes *Flemiſh* 33 *s.* 4 *d.*

Receive

Receive your Money before you part with your Bill, by Aſſignment to receive the Money elſewhere.

WHen a Bill of Exchange is due, and the party to whom it is payable, or his Servant comes for the Money to the party who hath accepted the Bill, and ought to pay the ſame, demanding payment thereof; and he writes him a Note to go to a Gold-ſmith, or to ſuch a place to ſuch a man, and there orders the Money to be paid: Or that he gives him another Bill of Exchange due upon another man, and ſets his name on the backſide thereof, leaving ſome ſpace above his name to make a Receipt for the Money, as is uſual ſo to do, I would adviſe the party, who is to receive the Money, to keep his Bill (I mean the firſt mentioned Bill of Exchange) in his Cuſtody, untill he have received his Money by Aſſignment, as above, and then he may either leave his Bill with the Gold-ſmith, or Party of whom he hath received the Money, or elſe he may carry the Bill back to the party which gave him the Note, or other Bill of Exchange to receive the Money by, according as he ſhall order him: But I ſhould not adviſe to part with the firſt mentioned Bill, and to give it up to the party on whom it is drawn, upon the receipt of his Note, or other Bill of Exchange for the Money, untill ſuch time as he be actually poſſeſſed of his Money. I know the contrary is ſometimes practiſed, namely, upon the receipt of ſuch a Note, *&c.* to give up the Bill of Exchange, but then here is the inconvenience, If the Money be not preſently paid me at the time, upon ſuch a Note, *&c.* I am hindred from proteſting my Bill of Exchange which I have deliver'd up, as ſatisfied; and ſo, whereas I had before both the Drawer and Acceptor bound (and it may be the Endorſers alſo) I have now onely the Acceptor, upon this ſingle-ſol'd Note, *&c.* And if the Acceptor, or party on whom my Bill is drawn, in this caſe of Aſſignment, will not truſt me with his Note, *&c.* whereby to go to receive my Money, I have leſs reaſon to truſt him with my Bill of Exchange before I have my Money; for, ſhould I receive my Money upon his Note, *&c.* and afterwards not deliver him up his Bill of Exchange, if I am a ſolvable man and of known reſidence, his Bill will do me little good, for the payment will appear by the teſtimony of the Gold-ſmith, or party that paid the Money upon, the Note, *&c.* but I deliver up my Bill upon receipt of his Note, *&c.* and then have not my Money, I muſt reſt onely upon him for my Money, and dance after his pipe, which I conceive not convenient; onely I conceive it good for the party that makes ſuch a Note, to mention in it the parties name to whom the Money is to be paid, and upon payment of the Money, to take up that Note and Bill of Exchange, and then there can be no danger: But ſuppoſe I give ſuch a Note to receive the Money by, not mentioning in it to take up my *Bill of Exchange*, the party to whom I give this Note, receives the Money, aſſigns his *Bill of Exchange* which he hath on me, to another man, and plays the Knave and abſents himſelf; Cannot this other man ſue me for the Money on my accepted Bill? I anſwer, he can, and therefore it is good to know the party to whom I give ſuch a Note, and mention in my Note, that upon payment of the Money, the Gold-ſmith, *&c.* do take up my *Bill of Exchange* with that Note. But now if he give me another *Bill of Exchange* to receive my Money by, and I go to the party to whom it is directed, and he do not preſently pay me, (it being the third day after the Bill is due) I ought preſently the ſame day, and in convenient time of the day, to carry back the Bill to the party of whom I received it, that ſo he may cauſe the ſame to be proteſted for non-payment if he pleaſe, and may not be any-ways prejudiced through my detention of his Bill beyond the due time; And uſually the party of whom I do receive ſuch a Bill to go for the Money, doth give me order, in caſe I have not my Money paid me, either to bring him back the Bill again, or elſe to carry it to a Notary to be proteſted, and come to him and he will pay me, which if he doth not, and that it be

the

the third day of my Bill, I muſt likewiſe Proteſt it againſt him for want of preſent payment.

Several Forms of BILLS of EXCHANGE *in ſeveral Languages.*

Laus Deo, in London, *this 16 of Novemb.* 1654 *for* 100 *l. ſterling.*

AT ſix days ſight pay this my firſt Bill of Exchange to Mr. *Abraham P.* or Aſſigns, One hundred pounds ſterling for the value here received of Mr. *John D.* make good payment, and put it to Account as *per* Advice.

To Mr. *Francis W.*
Merchant dd.
in
Pma. *Exon.*

Your loving Friend
William M.

Laus Deo, in London, *the 16 of November* 1654 *for* 100. l. *ſterling*

AT ſix days ſight pay this my ſecond Bill of Exchange (my firſt not paid) to Mr. *Abraham P.* or Aſſigns, One hundred pounds ſterling, for the value here received of Mr. *John D.* make good payment, and put it to Account as *per* Advice.

To Mr. *Francis W.*
Merchant dd.
in
Sda. *Exon.*

Your loving Friend
William M.

If he which doth underwrite the Bill is to make himſelf Debitour, then he writeth in the Bill, *And put it to my Account*; but if he which ought to pay it, and to whom it is directed, is Debitour unto the Drawer, then he writes, *And put it to your Account:* Alſo ſometimes it is expreſſed in the Bill thus, *And put it to the Account of* ſuch an one.

Laus Deo, in London *this* 17 November, 1654. *for* 100 l. *at* 36 s. 8 d. *Flemiſh* per *pound.*

AT Uſance pay this my firſt Bill of Exchange to Mr. *Cornelius Vande B.* or order One hundred pounds ſterling at 36 *s.* 8 *d.* Flemiſh *per* pound ſterling, for the value here received of Mr. *John E.* make good payment, and put it to Account as *per* Advice.

To Mr. *Peter E.*
Merchant dd.
in
Pma. *Amſterdam.*

Your loving Friend
Thomas D.

The ſecond Bill is the ſame with the firſt Bill, onely with this alteration and addition.

At Uſance, not having my firſt, pay this my ſecond Bill of Exchange to Mr. *Cornelius Vande B.* or order, *&c.*

Laus Deo, in London *adj.* 17 *Novemb.* 1654. *for* 333$\frac{1}{3}$ ▽. at 52 d. *ſter.* per ▽.

AT double Uſance pay this my firſt Bill of Exchange unto Mr. *Robert A.* or Aſſigns, the ſum of three hundred thirty and three Crowns, and one third, for the value here received of Mr. *Henry B.* and put it to Account as *per* Advice.

To Mr. *Charles D.*
Merchant
in
Pma. *Rouen.*

Your loving Friend
Richard C.

Laus Deo, in London *adj.* 17. *Novemb.* 1654. *for* D^ts. 564¼ *at* 51 d. ½ *ſterling* per D^t.

THree Months after date pay this my firſt Bill of Exchange to Mr. *Daniel A.* or order Ducats Five hundred threeſcore and four and one quarter in *banco* for the value here received of Mr. *John B.* and put it to Account as *per* Advice.

To Mr. *Thomas D.* *William C.*
Merchant
in
P^ma. *Venice.*

Ihus *Malaga* 13 Noviembre, 1654. A° Son 132 *l.* 7 *s.* 6 *d.*

A *Quarenta dias Viſta pagara V. M. por eſta mi tercera no aviendo pagado por la primera y ſegunda ala Voluntad de Diego P. Ciento treynta y dos libras ſiete ſueldos y ſeis peniques eſterlinus Valor aqui recevida de Henrique G. y a ſu tiempo ara V. M. buen pago aſentandolas como aviſo Xpto con todos.*

Antonio de S.

A Juan D.
g^de. Dios
Londres.

Adj. 18 Auguſti, 1654. In *Venetia* D^ti. 1000. a d. 54 per D^to.

A *Uſo pagate per q^ta. p^ma. di Cambio alli SS^ri. f de V. & figli d' Ham^o. (o) chi ordineranno D^ti. Mille a d Cinquanta quatro per D^to. valuta Cont^mi. e ponete Come vi s' aviſa a dio.*

Tomaſo D.

Al Mag^co. S^re. Ricardo W.
in
P^ma. Londra.

The Aſſignment on the backſide thereof is thus.

ET *per noi pagate il contenuto diqueſta ſenza altra procura al Sr. Gio. W. Cambiati con Sr. Franciſco R. Hamburgo* 28 *Auguſti*, 1654. *per F. de V. & figli.*

Livorno, the 21 Novemb. 1654. per *L.* 239—13—9 *ſterl. a* 59 d. *Dol^rs.* 975.

THree Months after date of this my firſt Bill of Exchange, my ſecond or third not being paid, pay unto Mr. *William G.* or Aſſigns, the ſum of Two hundred thirty and nine pounds, thirteen ſhillings, and nine pence ſterling, for the value received here of Mr. *Thomas W.* placing it to Account as *per* Advice.

To Mr. *Robert B.* *Thomas S.*
Merchant
in
P^ma. *London*

Amſterdam *adj.* 27 Octob. 1654. Voor 100 *l.* ſterl.

OP *uſo betaelt deſen myne eerſten wiſſelbrief aen S^r. Ian E. oſt ordre Hondert ponden ſterlincx Valuta Van Sr. Robert G. ſtelt op myn rekeninge als per advys.*

Erſamen Sr. Willem S. Martin P.
Coopman
tot
P^ma. London.

A *Paris*

A *Paris* Ce 10 Juillet 1654. pour 450, ▽ a 52 *d.* ſterl. per ▽.

A Double uſance payez per ceſte premiere de change a Monſr. Paul M. ou a ſon ordre quatre Centz Eſcus a Cinquante deux deniers ſterlings pour Eſcu, valleur receu de Monſieur Francois L. & paſſez compte ſuivant l' advys de,

Monſieur
Monſieur Guillaume G.
Merchant
a
Pma. Londres.

Ure treſhumble ſerviteur
Daniel F.

If there be an Aſſignment on the backſide thereof, it runs thus.

Le Contenu de ceſte payez au Sr. Pierre H. ou ordre valluer du Sr. Iean C. Paris 26me. Novembre 1654. Paul M.

Rotterdam, 2 *Oct.* 1654. *for* 200 *l. ſterl.*

AT double uſance pay this my firſt of Exchange to Mr. *Roger C.* or Aſſigns, Two hundred pounds ſterling for the value received of himſelf, and put it to Account of *G. P.* as *per* advice.

To Mr. *Peter H.*
Merchant
in
Pma. *London.*

Your loving Friend
John M.

If this Bill be negotiated by Exchange, or the Money taken in, and ſo to be aſſigned over to another man, the Aſſignment muſt be written on the backſide of the Bill thus.

Pay the Contents on the other ſide hereof to Mr. *Humfrey N.* or Aſſigns, value of Mr. *Joſeph B. Rotterdam* 4 Oct. 1654. *Roger C.*

But if *Humfrey N.* do likewiſe aſſign the ſame Bill for his Account, then he writes onely thus,

Pay the Contents hereof to Mr. *John D.*

Humfrey N.

Take up Money for another Man how performed.

IF a man would take up Money by Exchange, and he be not well known to the Party that is to deliver the Money; or if the man that would take up the Money by Exchange be not eſteemed of ſufficient Credit for the ſame with the Deliverer; and thereupon if the Deliverer of the Money ſhall deſire another man to be bound with the Taker for the Money that is to be delivered by Exchange, and to be his Surety, and engage himſelf for the Money delivered; this may be done two manner of ways: For firſt, either the Party who is the principal Taker, may make three Bills of Exchange, firſt, ſecond and third, all of one tenor and date, for the Money he is to take up, in the uſual manner, payable to the Party who is the Deliverer of the Money, or to his order, for the value received of himſelf; and the Party who is to be bound as Surety, may onely ſubſcribe the third Bill of Exchange with the principal Taker or Drawer, which third Bill the Deliverer may keep by him for his ſecurity: Or elſe ſecondly, onely two Bills of Exchange (firſt and ſecond) may be made and ſubſcribed by the principal who takes up the Money, payable to him who is to be the Surety, or his order, for the value of himſelf, and then the Surety muſt make an Aſſignment upon both *Bills* of Exchange, and make them payable to the party who really and indeed doth deliver the value to the principal Taker, or to whom the ſame Deliverer of the Money ſhall appoint, the Surety in the Aſſignment confeſſing the value

lue received of the true and real Deliverer of the Money; and in either of theſe ways, eſpecially in the former of them, the principal is wont to give Bond to the Surety (if he deſire it) to ſave him harmleſs, according to reaſon: And both of theſe ways are good and Merchant-like, though acted variouſly; for by the former way the Deliverer of the Money hath two Men equally bound unto him (by the third Bill) of whom they do confeſs to have received the value, and he that is properly but the Surety hath not the principal Taker or Drawer of the Money bound unto him in or by thoſe Bills of Exchange, but onely by his Bond which he doth make thereupon; but by the latter way, onely the Surety is bound to the Deliverer of the Money by the Aſſignments which are to be made upon the Bills of Exchange; and the principal Drawer is bound to the Surety by the Bills of Exchange which onely the principal doth ſubſcribe, and wherein he doth acknowledge the value received of the Surety, as is before expreſſed; and in this latter way, if in caſe the Bill be not accepted, and paid according to the tenor thereof, then the true Deliverer of the Monies comes upon the Surety, by virtue of his Aſſignment, for repayment, and the Surety comes upon the Principal by virtue of the Bill of Exchange by him ſubſcribed, as above. I ſhall not preſcribe either of theſe ways unto any, but ſhall leave it in the choice of every Merchant to follow which of theſe two ways he liketh beſt, and may ſute moſt to his occaſions.

Note in your Book the name and place of abode of him who preſents a Bill to be Accepted.

IT happeneth often in Foreign Bills of Exchange, that they come payable either to the ſame Party that did deliver the value, or to his order; or elſe to ſome other body living beyond the Seas, who uſually doth ſend the firſt Bill of Exchange to ſome Friend here of his in *London*, onely to get accepted, and then to return it him again, that ſo, being accepted, he may the better negotiate the ſame Bill of Exchange again, and take in the value thereof, and make an Aſſignment for the ſame, either on the accepted Bill, or on the other Bill of the ſame tenor, not accepted, according as occaſion ſhall be: Now, if an Aſſignment do come on the ſecond Bill, payable to another perſon, without order where to take up the firſt accepted Bill; this ſecond Bill being preſented to the Party on whom it is drawn, to be accepted, he doth deny acceptance thereof, alledging that he hath already accepted the firſt Bill, but he doth not know to whom, or in whoſe hands the ſame firſt accepted Bill doth remain; and thereupon the Party which hath the ſecond Bill, wanting acceptance thereof, doth cauſe Proteſt to be made for non-acceptance; for prevention whereof, and that each party may receive all due content, as is fitting I would adviſe all Merchants that have ſuch Bills of Exchange preſented unto them to be accepted, to note down in their Books the name of the party by whom the ſaid Bill is preſented unto them to be accepted, and his place of abode, that ſo, if in caſe the ſecond Bill be alſo preſented unto them by another party to be accepted, the party on whom it is drawn, and who hath already accepted the firſt Bill, may give anſwer to him who ſhall preſent the ſecond Bill to be accepted, and acquaint him to whom he hath already accepted the firſt Bill, and where he liveth, that ſo the ſame may appear to be real, and remove ſcruples or doubts, which otherwiſe may ariſe therein; this I conceive is not yet generally practiſed and obſerved by all Merchants trading in Exchange, becauſe not commonly known, but it is Merchant-like, and I have ſeen it practiſed by ſome Merchants here in *London*, and I perſuade my ſelf it will be willingly embraced by all thoſe that mean honeſtly and endeavour after plain dealing, which cannot but redound to their credit.

Keep Copies of Bills ſent to get accepted.

AS it is commendable (and for the avoiding of doubts, which otherwiſe may be occaſioned) for the party on whom any Bill is drawn, to take notice where

where the party liveth that preſents him the Bill to be accepted, which may be eaſily done, as I have heretofore ſhewed; ſo on the other ſide, when ſuch Bills of Exchange are ſent unto any one to get accepted, I adviſe the party to whom they are ſent, upon receipt of his Letter, with the Bills of Exchange, preſently to take a Copy of the Bills, *verbatim*, in a Book, which he may keep purpoſely for ſuch occaſions, eſpecially to write down the Names of the ſeveral Parties on whom they are drawn, or to whom they are directed, before ever he go about to get them accepted; I confeſs it is a little pains, and may ſeem at firſt hearing uſeleſs, but if maturely conſidered, the benefit will countervail the labour; for by keeping Copies of all Bills of Exchange that do come to my hands, I can always ſee who are uſual Drawers and Deliverers of Money by Exchange, in thoſe places from whence the Bills do come; and if the Bills come from *France* or *Italy*, I can know how the Exchange went then at thoſe places; but eſpecially, if the Bills are ſent me onely to get accepted, and then to return them, this Copying of the Bills of Exchange, *verbatim*, in a Book, before you ſend or deliver them out to the ſeveral Parties to whom they are directed to be accepted, is very uſefull, thereby to remember where, and to whom you are to call for your Bills again, and to ſee what Bills you want, which you have delivered out to be accepted, for otherwiſe you may chance to forget (when the Bills are out of your hands) to whom they were delivered to be accepted, and ſo be put to a non-plus, when you are to return your Friend an anſwer, and to give him an account of all thoſe Bills which he ſent you to get accepted, eſpecially if you have many Bills ſent you at one time: it happened once (as I have heard) that a Merchant had 7 or 8 Bills of Exchange at one time ſent him to get accepted, and he accordingly did deliver them out to the ſeveral parties on whom they were drawn, to be accepted, but when he was to write his Friend an anſwer, and return the Bills which were ſent unto him, he did miſs one of them, and could not in a good while remember with whom he left it, or to whom it was ſent to be accepted, becauſe he had not kept any particular notice thereof, which put him to ſome trouble to recollect himſelf, and to ſtudy where he had been, and with whom he had ſpoken, and what he had done from time to time, from the time he received the Letter with the Bills of Exchange untill that inſtant, and at length he did call to mind the name of the Party on whom the miſſing Bill was drawn, and ſo ſent to him, and had the Bill of Exchange accepted; but before he could remember the party, he was in much perplexity, whereas if he had kept Copies of the Bills, or a breviate or Note of the places, dates, ſums, times of payment, drawer and party to whom directed, ſuch perplexity of mind might have been prevented.

Make the Direction of Bills on the inſide.

THE Directions of Bills of Exchange is made by the *Italians* and *Dutch* uſually on the backſide of the Bill, and the *Engliſh* in their Outland Bills do (for the moſt part) write after their Copy, but the *French* do ordinarily write the Direction of their Bill of Exchange in the inſide of the Bill beneath on the left hand thereof; and, for my part, I conceive it more convenient to write the Direction of Bills of Exchange under the Bills on the left hand, according to the cuſtome of the *French*, and of our *Engliſh* Inland Bills, than on the middle on the backſide, as *Italians* and *Dutch* do uſe to do; for the paper being but little on which a Bill of Exchange is uſually made, if the Direction be on the backſide, there remaineth ſmall place to write Aſſignments upon, and a Receipt for the Money, when paid; whereas if the direction be written on the inſide of the Bill, all the outſide of the Bill may ſerve to write the Aſſignments, (which many times, eſpecially in Outland Bills, are three or four upon a Bill) and the Receipt for the Money, when it ſhall be paid, the ſpare place on the inſide of the Bill ſerving onely to write the Acceptance.

Whether a man is bound to preſent his Bill to be Accepted.

THere are ſome which hold an Opinion, that a man having a Bill made payable unto him, is not bound to get it accepted, or to Proteſt for non-acceptance, but that he may keep the Bill by him, and never preſent it to the Party on whom it is drawn, untill the Bill be due; and that it reſts at his pleaſure, as arbitrator, whether he pleaſe to endeavour to get acceptance of the Bill ſo ſoon as it comes to his hands or not: To this I ſay, That, according to the cuſtome of Merchants here in *England*, if I have a Bill of Exchange ſent unto me, I ought forthwith upon receipt thereof, or ſo ſoon as conveniently I can, to preſent the ſame to the Party on whom it is drawn, or leave notice thereof at his dwelling-houſe or place of abode, and demand acceptance of the Bill, to pay at the time therein limited, that ſo the Party on whom it is drawn may take notice thereof, and order his buſineſs accordingly: True, will they ſay, if a Bill be ſent to me to receive the Money for another man's Account, and I to whom the Bill is ſent, am but as a Factour or Agent for the Party who delivered the value, then indeed I am to uſe my diligence to get the Bill accepted, and to give him advice thereof with the firſt, becauſe I am but as a Servant for another man, and reaſon teacheth that I muſt follow his order, and uſe all lawfull endeavour for his ſecurity; but what if the Monies which are delivered by Exchange are my own Monies, and the Deliverer be my Factour or Servant, and the Bill be payable to me? In this caſe, may not I chuſe whether I will demand acceptance of the Bill, and upon refuſal Proteſt for non-acceptance, or keep the Bill by me, and never preſent it to the Party on whom it is drawn, untill the Bill fall due, and then go and demand the Money; and if the Money be not paid Proteſt onely for non-payment, and upon that Proteſt recover upon the Drawer as well as if I had proteſted for non-acceptance, and ſent it back to my Factour or Servant? Truly, in this caſe there ſeemeth to be more reaſon, why it ſhould be arbitrary in me to get acceptance, or not uſe endeavour to get acceptance of the Bill of Exchange, becauſe the Monies which were delivered are my own Monies, and the accepting of the Bill is but as another ſtring to the Bow; but if we examine the buſineſs a little further, neither in this caſe will it be found arbitrary in me to endeavour acceptance or not; for admit the Monies remitted are mine own, yet muſt I receive it in a legal way, I cannot receive my Money of the Party on whom the Bill is drawn before it be due, neither can I without diſcharging the Drawer contract with the Party on whom it is drawn for a longer time than is mentioned in the Bill; ſo that although it be mine own Monies which are remitted, yet I am tyed to follow the cuſtome of Merchants, and I muſt not prejudice neither the Drawer, nor the Party on whom it is drawn, nor mine own Servant or Factour the deliverer. Now if the Bill is drawn at double uſance, and I keep it by me without preſenting it untill it fall due, the Drawer in all that while, not having any device whether it be accepted or not, may ſuffer much damage in reference to the Party on whom it was drawn, ſuppoſing him to have accepted the Bill: Or on the other ſide, the Party on whom the Bill is drawn may ſuffer in his credit or eſteem with the Drawer, who is held in doubt whether the Bill be accepted or not, and ſo whether probably it will be paid or not at the time; and the Deliverer (though onely a Factour or Servant) muſt have advice whether the parcel be accepted or not, to govern himſelf accordingly, and doubtleſs will be glad to hear the parcels he remitteth are accepted, and be troubled at the contrary; wherefore although the Monies are remitted me for mine own Account, yet becauſe the Bill of Exchange doth concern other men as well as my ſelf, therefore I ought to have reſpect unto them alſo, and to follow the uſual courſe of Exchange, which is to endeavour to procure acceptation of Bills of Exchange, as well as payment; and indeed, in the very Letter of advice, which is ſent by the Deliverer of the Money (be he Servant, Factour or Principal) to the party to whom the Bills are made payable, it is uſu-

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ally expreſſed in theſe or the like words; Sir, here incloſed I do ſend you four Bills of Exchange for 500 *l. viz.*

20 Nov. 100 *l. per Arthur A.* at do. uſo. on *Roger G.*
Dito 100 *l. per loos D.* at do. uſo. 10 days on *Gregory N.*
Dito 150 *l. per Arent B.* at 1½ uſo. on *William M.*
22 Do 150 *l. per Iac. C.* at do. uſo. on *Frederick. V.*

whereof pleaſe to get acceptance, and payment at the times when fall due, giving advice. Now certainly all Merchants are bound to follow Order, and conſequently to endeavour the acceptance of all Bills of Exchange in the like kind ſent unto them, or elſe they break the order of the party which ſends the Bills.

Whether the Acceptor is freed by proteſting.

A Bill of Exchange which is accepted, and at the ſame time not punctually paid, there are other ſome that think, if they ſhould cauſe a Proteſt to be made on ſuch a Bill for non-payment, that they by proteſting ſhould free the party who hath accepted the Bill of Exchange, and that they do reſerve their right onely againſt the Drawer of the Bill to recover upon him by virtue of the Proteſt. To this I ſay, It is true, by proteſting the Drawer is liable to make ſatisfaction, but the party which accepted the Bill is ſo far thereby (I mean by proteſting for want of preſent payment) from being freed, as that he is thereby made more liable, or at leaſt liable to pay more than he was before the Proteſt was made; for then he was onely liable for the juſt ſum mentioned in the Bill, but now after Proteſt is made for non-payment, he is liable alſo to pay all coſts, damages, and intereſts, *&c.* which the party proteſting doth by his Proteſt expreſly declare, he doth intend to recover of the Acceptor in uſual manner; and indeed, a Proteſt for non-payment ought uſually to precede an action at Law: For by the Proteſt is proved default of payment of the Money at the time limited in the Bill, and ſo the Acceptor becomes liable to an action of the Caſe, and ſo ſoon as ever Proteſt hath been made for non-payment, the party accepting may be arreſted thereupon, which before he could not ſo legally have been.

Times of Payment, and in what Species.

EVery Country hath its uſance, or accuſtomed time for payment of Monies by Bill of Exchange from one place to another: As for inſtance; from *London* to *Antwerp*, *Amſterdam*, *Middleborough*, *Rotterdam*, *Liſle*, *Rouen* and *Paris*, uſance is one month after the date of the Bill, and ſo likewiſe from thoſe parts to *London* uſance is two months after date, double uſance is two months, *&c.* and between *Hamborough* and *London*, Monies are uſually delivered at two months, and in the Bills of Exchange for *Hamborough* they do uſually expreſs double uſance, when they intend onely two months. From *Venice* and other parts of *Italy* to *Amſterdam*, *&c.* and from thence to *Italy*, uſance is two months; from *Venice*, *&c.* to *London*, uſance is three months; and at *Lions* and ſome other places they do uſually make their Monies payable at certain Marts or Fairs; and here in *England* at ſo many days ſight, each place obſerving its accuſtomed manner; and in ſome places likewiſe they contract for what ſort of Money to pay, either currant Money in bank, or out of bank, which is ſometime 1, 1½, or 2 or more *per Cent.* difference; This is very expedient to be known, to the end that he which doth deliver his Money by Exchange for any place, may not be deceived in his expectation, as well concerning the time, as for the quality of the Money which is to be paid in Exchange for the Money which he delivereth.

Danger in making Bills payable to the Bearer.

NEver make your Bills of Exchange payable to ſuch an one (nameing his name) or to the bearer hereof, which is very dangerous; but always make your

your Bills payable to ſuch an one, or his order, or his Aſſigns, or the like: For a Bill which ſhall be made payable to *Robert W.* or the bearer hereof, may chance to miſcarry, or come to a wrong man's hands, and he may go and receive the Money upon ſuch a Bill, and the party to whom of right it ought to be paid never the wiſer, I mean, not know of it; and he that paid it will produce the Bill it ſelf for his warrant to pay it to whomſoever ſhall bring it: So you may chance to be defeated of your Monies, and it may be your Friend on whom you drew the Bill be ſuſpected by you to have had a hand in the buſineſs, though it may be, he never had any ſuch thought, but paid it really to the party that brought the Bill, not knowing him, nor ever enquiring where he dwelt, or what he was; and if you will needs have your Friend bear ſome blame for paying the Monies in that manner, you muſt bear the greater blame, and thank your ſelf for giving ſuch an order; for he hath performed your order, and ſo you can have nothing againſt him, unleſs you can prove a fraud in him; but to prevent all ſuch ſuſpicion, always make your Bills payable to a certain man by name.

The Names and Times of Old and New Stile though both agreeing, yet how diſtinguiſhed.

THE computation or ſtile of the year of our Lord amongſt *Chriſtians* doth differ in ſeveral Countries and Nations, both in name and time: Firſt, in name; There is the *Julian* or *Engliſh* Account, which amongſt Merchants is called *ſtilo veteri*, or old ſtile; and there is the *Gregorian* or *Roman* Account, which amongſt the Merchants is called *ſtilo novo*, or new ſtile: The old ſtile is uſed with us in *England* and at *Hamborough*, *Strasburgh*, and other parts of *Germany*; the new ſtile is uſed in the *Netherlands*, *France*, *Spain*, and moſt parts of *Chriſtendom*. Then for matter of time; We in *England* begin our year the 25 day of *March*; they in the *Netherlands*, and other places where they write new ſtile (except at *Venice* and ſome parts of *Italy*) begin their year the firſt day of *January*: Or, as Dr. *Vilvain* ſaith, *Chriſtians* in general, do reckon from *Chriſt*'s Nativity currant *January* 1. but the Church of *England* (with *Piſa* and *Siena* in *Italy*) from his Conception or Incarnation *March* 25. we taking it complete or conſummate, when he had been a whole year in the fleſh, though but three months old: They currant or inchoat from the firſt day of Conception, (as Kings reckon from their Initiation) ſo they date nine months before the Vulgar, and a whole year before Us, which is a difference in the manner, but all equally true for the matter; and the very ſtile diſtinguiſheth the form, for our term is *Anno ab incarnatione*, implying complete, theirs *Annus incarnationis*, implying currant; *Piſa* and *Siena* ſtile this year *Annus incarnationis* 1655. we *ab incarnatione* 1654. but all elſe call it *Annus nativitatis* 1654. commencing at *Chriſt*'s Circumciſion laſt paſt: So that though in *Italy* they write new ſtile, which is ten days before Us, yet they begin the year on the 25 of *March* as we do.

No witneſs to a Bill of Exchange.

SUch is the excellency of a Bill of Exchange, that according to the Law of Merchants, there is never any Witneſſes required to be preſent to ſee the Drawer or Party, that doth underwrite the Bill, ſubſcribe his name thereunto, or to be preſent when the party on whom it is drawn doth underwrite his acceptance thereof; for it is ſuppoſed, that thoſe which deal by Exchange are men of Credit, whom it doth as much concern (in reference to their Credit) of their own accord to acknowledge their Subſcriptions, and take care the Bills be punctually paid and diſcharged, as it doth the Deliverer, and Party to whom it is payable to look after their Money, and demand payment at the time: And if it ſhould otherwiſe happen, that the Drawer or Acceptor ſhould preſume to deny their Subſcription, it may be eaſily proved againſt them by their Letters, in comparing the one with the other, and by the conſequences of the draughts and books of Account, and by divers other Circumſtances, which caſe doth ſeldom or never fall out, I mean, for a man to deny his hand to a Bill of Exchange

change; becauſe it ſtrikes at his Credit, and is ſo poor a ſhift, as that he can hardly find any wool to cover it; and if he ſhould be ſo unadviſed as to ſtand it out, and it be prov'd againſt him (beſides other damages) he will loſe his Credit amongſt Merchants for ever: and then though he may know them, yet they will not know him further than they know his Money.

Hamborough *and* Strasburgh *ſtile.*

AT *Hamborough* and *Strasburgh* in *Germany* they do write the ſame ſtile with us here in *England*, namely old ſtile; but in all other parts beyond the Seas (except *New England*, *Barbadoes*, and where our *Engliſh* Plantations are) they do generally write new ſtile, which is ten days before us.

Uſance from Venice, Hamborough, *&c.*

NOte alſo, that uſance from *Venice* to *London* is three months from the date of the Bill of Exchange, and from *Hamborough* to *London*, and ſo from *London* to *Hamborough* Bills of Exchange are uſually made payable at two months after the date of the Bills, and accordingly the price currant of Exchange from *London* to *Hamborough* is valued and ſet down at two months from the date; the price currant from *London* to *Venice* and *Ligorn* at three months, and for *Antwerp*, *Amſterdam*, *Middleborough*, *Liſle*, *Rotterdam*, *Paris* and *Rouen* at one month; or ſingle uſance; and ſo we call one month, uſance; two months, double uſance; three months, treble uſance.

No three days for acceptance.

WHen any Bill of Exchange is ſent unto you from beyond the Seas, or from any Inland Town, to cauſe to be accepted, I would adviſe you preſently to preſent the Bill, ſo ſoon as poſſibly you can, to the party to whom it is directed, and requeſt him to accept the ſame; if he refuſe to accept it, you may preſently cauſe a Proteſt to be made for non-acceptance, and ſend it away with the next conveyance; for (according to the cuſtome of Merchants in *London*) there is not any three days reſpite to be allowed for acceptance before you can Proteſt, but ſo ſoon as the Bill hath been preſented and acceptance refuſed, preſently you may Proteſt the very ſame day.

Twenty four hours for acceptance.

BUT if the party, to whom the Bill of Exchange is directed, be a Merchant well known unto you, and when the Bill is preſented him to accept, he ſhall deſire time to conſider on it, and ſo ſhall intreat you to leave the Bill of Exchange with him, and to come to him the next day, (provided the Poſt do not go away in the interim) and that then he will give you an anſwer whether he will accept it or not; herein he doth demand nothing of you but what is uſually allowed between Merchants known one to another: For according to cuſtome of Merchants, the party on whom the Bill is drawn may have four and twenty hours time to conſider, whether he will accept of the Bill or not; but that time being expired, you may in civility demand of the party on whom your Bill is drawn, the Bill of Exchange you left with him to be accepted, if ſo he pleaſed; if he then ſay, that he hath not as yet accepted it, and that he would deſire you to call for it ſome other time, or the like, (the four and twenty hours being expired) it is at your choice to ſtay any longer or not; and you may then deſire a Notary to go to the dwelling houſe of the party that hath the Bill, and demand the Bill of Exchange of him accepted or not accepted, and in default of preſent delivery thereof, you may cauſe Proteſt to be made in due form.

But though this may be lawfully done, yet notwithſtanding amongſt Merchants which do know one another, they do not uſually proceed ſo ſtrictly for acceptance, but do leave their Bills with the parties to whom they are directed (to

be accepted) ſometimes two or three days, if it be not to their prejudice, as namely, if the Poſt do not depart in the interim; but if the Poſt is to depart within two or three days, then it is a very reaſonable thing (and which men that know the cuſtome of Merchants will not omit) to demand their Bill, accepted or not accepted, that ſo they may give advice thereof by the firſt Poſt (after the receipt of their Letters) unto their Friend who ſent them the Bill, or delivered the value thereof: For it is to be noted by the way.

Give advice by the firſt Poſt.

THat advice of the receipt of Bills of Exchange, and of the acceptance or not acceptance, and payment thereof, ought to be given by the firſt Poſt after receipt, that thereby the Deliverer may know the better how to govern himſelf, and the Taker know what to truſt unto.

A Bill drawn on two Perſons.

IF any Bill of Exchange ſhall come directed unto two or more perſons, in theſe terms, *To Mr.* Robert A. *and Mr.* John B. *Merchants in* London: In this caſe, both *A.* and *B*, ought to accept the ſame Bill: Or elſe if but one of them do accept it, and the other do refuſe to accept, that Bill muſt be proteſted for want of due acceptance; but if the Bill do come directed thus, To *Robert A.* and *John B.* or to either of them: Or thus, To *Robert A.* or in his abſence to *John B.* in this caſe, the Bill being accepted by *A.* or *B*, namely, by but one of them, it is ſufficient, and the Bill ought not to be proteſted for want of due acceptance, in regard (being accepted but by one of them on whom it is drawn) it is accepted according to the tenor of the Bill.

Verbal Acceptance.

IF a *Bill of Exchange* be preſented to the party to whom it is directed to be accepted, and he do anſwer you thus, Leave your Bill with me and I will accept it: Or thus, Call for it to morrow and you ſhall have it accepted, or ſuch like words promiſing acceptance; ſuch an acceptance is binding, and amongſt Merchants is taken for an acceptance of the Bill, if the ſame can be proved by witneſs; and if afterwards he to whom the Bill is directed ſhall refuſe to ſet his name to the Bill, and to write under it *Accepted by me Richard D.* according to the moſt uſual manner here in *England*; In this caſe the party to whom the Bill is payable may content himſelf with ſuch an acceptance untill the time of payment, and then, if payment be not made by the party who promiſed acceptance thereof, as is before ſpecified, the party to whom it is payable may take his courſe in Law againſt the party ſo accepting, and queſtionleſs will be compelled to the payment thereof, provided the Bill be firſt proteſted in due form for non-payment; and ſurely ſuch a verbal acceptance is good and binding, and there is a great deal of reaſon for it; for it may ſo be that that *Bill of Exchange* was drawn for proviſion to the party to whom it was payable, to the end to pay ſome other *Bill of Exchange* charged and drawn on the party to whom the former Bill was payable, and he having ſuch a verbal promiſe of acceptance, upon confidence therefore, may chance to have accepted the other Bill drawn on him: Or, it may be, the former Bill was ſent him to furniſh him with Monies to buy ſome Commodities for the party that remitted the ſame, and upon ſuch a verbal acceptance, ſuppoſing the Monies will be paid him at the time, he may happen to have bought the Commodities for his Friend, and may peradventure have written to his Friend that ſent him the Bill, and having given him advice that he is promiſed acceptance, or that he doubts not of acceptance, or the like, and upon

upon ſuch advice given, his Friend will take notice thereof, and make his account accordingly; and verily if it were not ſo, namely, that ſuch a verbal acceptance were binding, there might happen great inconveniencies in matter of Trade between Merchant and Merchant, amongſt whom in their way of Commerce, their word is, or ought to be, as binding as their writing.

Accept for part.

IF the party to whom your *Bill of Exchange* is directed, ſay unto you when you preſent him the Bill to be accepted, That he will accept it for part, in regard he hath no more proviſion in his hands from the party for whoſe account the *Bill of Exchange* is drawn, or that he oweth him no more upon Account, or other the like reaſons beſt known to himſelf; In this caſe you may take ſuch his acceptance for part, but then you muſt preſently go to a Notary publick, and cauſe the Bill to be proteſted for want of acceptance for the whole Sum therein mentioned, and you muſt ſend away that your Proteſt to the party which ſent you the Bill, that he may thereupon have ſecurity (from the party which took up the Money) for the remaining Sum. And ſo likewiſe at the time when the Bill ſhall fall due, you muſt go and receive the Sum for which it was accepted, and you may make a Receipt upon the Bill for the ſame, uſing theſe, or the like words; Received this 22 *January* 1654. in part of payment of this Bill twenty five pounds ſix ſhillings, I ſay, Received *per me John N.* And then you muſt cauſe Proteſt again to be made for non-payment of the remaining Sum, and ſend the ſame back according as you formerly did for non-acceptance.

Note on your Bills the times when they will fall due.

AFter you have preſented your *Bills of Exchange*, and received them accepted, then preſently reckon when they will fall due, and if you have any Bills drawn from *France*, or *Italy*, or other parts in *French* Crowns, Ducats, Dollars, or other outlandiſh Money, look in the Bill at what rate or price they are drawn for Exchange of the Money here in *England*, and reduce them to our *Engliſh* Money; and then note on the backſide of your Bills, cloſe to the top at one end thereof in ſhort, the time when your Bills will be due, with the juſt ſum which you are to receive at the time according to the tenor of your Bills, before you lay them up in your Counting-houſe, to the end that at any time when you would deſire to know upon any occaſion what Monies you have to receive, and when payable, you may preſently looking over your Bills ſee and know the ſame on the backſide of the Bills, which you will find to be much eaſe, very convenient, and indeed Merchant-like, and I have known it practiſed by ſome of the beſt and moſt experienced Merchants in *London*.

Keep or return Bills accepted.

YOur Bills thus accepted, if payable to your ſelf, you may lay up by you in your Counting-houſe untill the time of payment be come, or that you have other uſe thereof; but if payable to him that delivered the value, or that ſent them you to cauſe to be accepted, then you muſt therewith follow his order, either in keeping them by you untill further order, or in returning them back to be endorſed, and it may be to take in the value thereof himſelf, which he may likewiſe do on the ſecond Bill, if he have it by him, and ſo aſſign it over to another man, and ſend you his order to deliver the accepted Bill to ſome other perſon, who may have the ſecond Bill endorſed payable unto him.

The Deliverer his Maſter.

FOR you are to take notice, that the party which firſt delivered the Money on the *Bill of Exchange* (if the Monies he delivered were for his own proper Account) is rightly and properly Maſter thereof untill the Bill falls due; and he

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can or may prohibit the party to whom it is directed not to pay the ſame at the time unto him to whom the Bill is firſt made payable, (ſuppoſing him to be a Factour for the Deliverer) although the party on whom the Bill is drawn have already accepted the Bill, which prohibition is called a Countermand, and ought to be done in due form, and but upon ſpecial ſure ground, becauſe it ſtrikes at the Credit of the party to whom the Bill was made payable: As for example, if the Maſter or principal Deliverer of the Money do make over Monies by Exchange payable to his Servant or Factour, and do afterwards hear by certain advice given him that his ſaid Servant or Factour doth take ill courſes, whereby the Monies and effects which he hath in his hands, or which may come to his hands for account of the principal Deliverer, may be in danger of being miſpent or waſted; then and in ſuch caſe the principal may ſend his Countermand, forbidding the party to whom the Bill is directed not to pay the Money to that Servant or Factour, but to ſome other perſon or to keep the ſame in his hands, when due, untill further order, which Countermand muſt be made and paſſed before a publick Notary in legal manner, and by a Notary notified to the party that hath accepted the Bill, or that is to pay the Money, to the end he may not pretend any ignorance thereof, and ſuch a Countermand is good and lawfull, according to cuſtome of Merchants, and ought to be obeyed accordingly, if the ſame be notified in due form and time by a Notary (to the party which hath accepted the Bill) before it be due, and neither the Drawer nor Acceptour can ſuffer any damage in obedience thereto; but if the time be expired, and the Money orderly paid before the Countermand come to hand, and be notified as above, in ſuch caſe there is nothing to be done for prevention of danger, the Bird being already fled; and by this which hath been ſaid, it may appear, that a Bill of Exchange ought not to be paid before it be due, as ſhall be ſhewed hereafter.

Countermand.

Uſance, what it is, and how to be accounted.

A *Bill of Exchange* made payable at uſance, double uſance, or treble uſance, is to be underſtood by uſance, if from any part beyond the Seas, (except *Hamborough* and *Venice*) one month next after the date of the Bill, and the like of double and treble uſance, two or three months to be accounted ſtill from the date of the Bill, (for from *Hamborough* they uſually draw at two months, and uſance from *Venice* is three months, as I have already ſhewed;) but I ſay, always the uſance is to be accounted a month from the date of the Bill, let the month fall out how it will, whether it be a month that hath in it 31 days, 30 days, or 28 days, each month by denomination is a full and perfect uſance, for when it is ſaid at uſance, it is as much as if it were ſaid one month after the date; now Merchants uſually count twelve months in the year, and not thirteen months (as amongſt Nurſes and the female ſex, 4 weeks, or 28 days to a month) neither do we reckon every thirty days a month (if the month have more or leſs days in it) as ſome imagine, but a full month by denomination, from ſuch a day of ſuch a month, to the ſame day of the next month, or from the laſt day of one month to the laſt day of the next month: As for inſtance, A *Bill of Exchange* dated in *Amſterdam* the 20*th* of *December* new ſtile, which is the 10*th* of *December* old ſtile, payable at uſance, will be due the 10*th* of *January* old ſtile; A Bill dated the 15*th* of *June* new ſtile, which is the 5*th* of *June* old ſtile, payable at uſance, will be due the 5*th* of *July* old ſtile; and a Bill dated the 10*th* of *February* new ſtile, which is the laſt of *January* old ſtile, made payable at uſance in *London*, will be due the laſt of *February* old ſtile; and a Bill dated in *Amſterdam* the 9*th* of *January* new ſtile, payable at double uſance, will be due in *London* the 27*th* of *February* old ſtile, as will be made very plain and manifeſt by the Tables at the end of this Book; and in like manner is to be accounted from any other date for uſance, double uſance, or treble uſance, always reckon from the date of the Bill month after month.

Days

Days ſight.

A Bill payable at ſo many days ſight, is to be accounted ſo many days next after the Bill ſhall be accepted, or elſe proteſted for non-acceptance, and not from the date of the Bill, nor from the day that the ſame came to hand, or was privately exhibited to the party on whom it is drawn to be accepted, if he do not accept thereof, for the ſight muſt appear in a legal way, which is approved either by the parties under-writing the Bill, accepting thereof, or by Proteſt made for non-acceptance; and therefore if a Bill ſo made payable, be omitted to be preſently upon refuſal proteſted for non-acceptance, all that time which ſhall run out between the private preſenting of the Bill and the proteſting thereof, is loſt time, and not to be accounted as part of the number of days mentioned in the Bill of Exchange, except the party on whom the Bill is drawn, do of his own free will acknowledge to have ſeen the Bill from the firſt day it was privately preſented unto him.

An excepted Bill loſt by the party to whom payable.

IF an accepted *Bill of Exchange* be loſt by the party to whom it is payable, or his Servant, or any other whom he had intruſted with the Bill, I do adviſe him preſently, ſo ſoon as he finds the Bill miſſing, to notifie the ſame unto the party on whom it is drawn, and who hath accepted the ſame, that he may take notice thereof, to the end, that if peradventure the accepted Bill be found by a ſtranger, nothing concerned therein, and he ſhould knaviſhly come or ſend for the Money, or uſe any indirect ways for the fingering thereof, the party that accepted the Bill may be premoniſhed at his peril not to pay it to the bringer, without the ſpecial order of the party to whom it is payable, or that loſt the Bill, and this Notification to be made by a Notary that may give teſtimony thereof, if occaſion be, to ſerve and prevail to the right party to whom the Bill was made payable, or that loſt the Bill, in time and place according to reaſon; and when the Bill falls due, and the time is come for him to go for the Money, the party which had accepted the Bill is not freed from preſent payment of the Money becauſe the Bill is loſt; for though the accepted Bill be loſt, yet he that accepted it is not; and though a ſpecialty may be miſlayed and not preſently found, yet that doth no ways free the Debtor from performing his engagement: Neither muſt the acceptor think this to be a ſufficient anſwer for him, to ſay, ſhew me my accepted Bill and I will pay you, or elſe I will keep the Money until you bring me the ſecond Bill, and ſuch like flams, meerly to make uſe of the Money a little longer time, thinking that becauſe the accepted Bill is loſt, and it may be the ſecond Bill not yet come to hand, that therefore no Proteſt can be made for non-payment, which is frivolous and vain, and will prove but a ſandy foundation for any to build upon; For even by the Notification which was made to the party accepting, declaring how that the firſt *Bill of Exchange*, of ſuch a date, and ſum of Money, from ſuch a party payable to ſuch an one, and drawn on him, and by him accepted, is loſt, *&c.* the acceptor doth thereby tacitly acknowledge, that ſuch a Bill was by him accepted, and ſo makes himſelf debtor for the parcel, and thereupon he may (in caſe of obſtinacy) be ſued at Law for the Money without the accepted Bill, and be forced to the payment thereof with coſts and dammages, and therefore meerly by reaſon of the loſs of the accepted Bill he can have no juſt cauſe or plea to detain the Money beyond the juſt time from the right party who ſhould receive the ſame; but only thus, when ſuch an accepted Bill is loſt, the party to whom the Bill was payable muſt give Bond, or other reaſonable writing, to the content and good liking of the party that did accept the Bill, and ſuch as in reaſon he cannot refuſe, therein and thereby engaging to ſave the Acceptor harmleſs from the accepted Bill which is loſt, and to diſcharge him from the ſum therein mentioned, againſt the Drawer and *Nota.*

all others in due form; and thereupon the party which did accept the Bill ought to pay the ſame, although he have not in his accepted Bill, for otherwiſe the party to whom it was made payable muſt ſend a Notary to make demand of the ſaid ſum upon the ſame offer of giving Bond to ſave harmleſs, as above; and then if payment be refuſed, the Notary muſt Proteſt for want of preſent payment, and the party that accepted the Bill is liable to make good the dammages and coſts, he being the wilful occaſion thereof, the loſs of the accepted Bill being but accidental; and indeed ſuch a Bill being really loſt to the party to whom it was payable, and he himſelf being a man well known, and of good commerce, and ſuch notification being made as above; (yea, I would adviſe to make the notification, though I did not miſs the Bill till I went for the Money, and the rather, becauſe I cannot tell what may fall out between the cup and the lip.) I cannot well imagine what loſs he on whom it is drawn can be at in paying it at the due time to the right party upon his Bond to ſave harmleſs.

Nota.

Object. Peradventure you will object and ſay, What if the ſecond Bill comes payable to another man, am not I bound to pay that Bill?

I anſwer, That can hardly be, I mean, that the ſecond Bill ſhould come payable to another man, if the firſt be made payable (in the Bill or by orderly aſſignment) to the party to whom you have paid the Money: And yet ſuppoſe the firſt accepted Bill which was loſt was payable, or aſſigned to him that loſt it, and a ſecond Bill ſhould come aſſigned to another man, (as I have ſeen ſuch a thing happen, the honeſty of him that did it I will not now diſpute) the Money being really paid at the time when the ſame fell due to him that had the accepted Bill, and payable to him, and not having had notice of the other Bill until after it be due, the payment on, or according to the firſt Bill, is good and warrantable.

Object. But what if the firſt accepted Bill be afterwards found by any that ſhall come and demand the Money in the name of the party to whom it is payable, or that he himſelf ſhall have aſſigned it over to another man, and have taken up the value of him?

Anſw. It is all as nothing, coming after the time, and the Money having been paid at the time to the party to whom payable, (though without the accepted Bill, it being ſuppoſed loſt) and having good Bond to ſave harmleſs; It will lie on him which hath committed the fraud, and not on the party on whom the Bill was drawn, and hath paid it at the time, who is free from both firſt and ſecond Bill, and ought to be ſaved harmleſs accordingly.

No revoking Acceptance.

IT happened one day, that a young Merchant, though a middle-aged man, came to me, and told me, he had few hours ago accepted a Bill of Exchange, and delivered it back to the party to whom it was payable, but that juſt now he had received Letters of advice, that the party for whoſe account the Money was drawn, namely, the Drawer of the Bill, was failed of his Credit, and therefore the Acceptor would (if he could) un-accept the Bill, or make void his acceptance thereof, and deſired me to adviſe him how he ought to do it: To whom I made anſwer merrily, Sir, pray go to the party that hath your accepted Bill, and tell him as much as you have told me, (if he know it not already) and if he will give you leave to cancel your acceptance of the Bill, (which he ought not to do) then you may be free from your engagement; but for my part I know no other way, for if you cannot recal your word in ſuch caſe, much leſs can you make void your deed without mutual conſent; for the truth is, a *Bill of Exchange* being once accepted, that acceptance cannot be recalled, but the Acceptor ſtands liable to the payment, and muſt make it good if he be able.

Accept for longer time.

IF a *Bill of Exchange* be made payable at 30 days ſight, and the party to whom the ſaid Bill is directed will not accept it but at 60 days ſight: Or if the Bill be drawn at double uſance, and the party upon whom the ſame is drawn will not accept it but at treble uſance, or the like; that is to ſay, if the party upon whom the *Bill of Exchange* is charged will not accept it to pay according to the time therein limited, but for a longer time; In ſuch caſe the party to whom the Bill is made payable, or his Aſſigns, muſt cauſe Proteſt to be made for want of acceptance of the ſaid Bill according to the tenor thereof, and then he may take the acceptance offered; Or if the *Bill of Exchange* be left with the party to whom it is directed to be accepted, and he do of his own accord, without the knowledge of the party to whom it is payable, except the Bill for a longer time, or for a leſſer ſum than is mentioned in the ſaid Bill; in either of thoſe caſes the party unto whom the ſaid Bill is made payable, or his Aſſigns, muſt go with the ſaid *Bill of Exchange* to a Notary, and cauſe Proteſt to be made for want of acceptance of the ſaid Bill for the whole ſum therein mentioned, or according to the tenor thereof as aforeſaid; but he may not let the party blot out his acceptance; for by his acceptance *Nota.* he makes himſelf debtor, and owns the draught made by his Friend upon him, whoſe right another man cannot give away, and therefore cannot refuſe or diſcharge the acceptance; and when the Bill is due, according to the time therein limited, I mean the time mentioned in the *Bill of Exchange*, the party to whom the ſaid Bill is payable, or his Aſſigns, muſt demand payment thereof accordingly, and in default thereof, a ſecond Proteſt muſt be made for non-payment; and then he may (in ſending away the Proteſt, but keeping the Bill by him) receive the Money for which it is accepted, or at the time it is accepted at, unleſs he have expreſs order to the contrary from the party which did remit the Money, whoſe order he ought to follow.

Receive part.

AND if the Bill be accepted to pay but part of the Money mentioned in the Bill, as is before declared: Or that it be accepted in due form for the whole ſum, but when the Bill falls due, the whole ſum be not preſently paid, then you may receive ſo much Money as will then be paid thereupon; and you may likewiſe make a receipt on the backſide of the Bill for ſo much Money as you have received in part of payment thereof. But you muſt preſently Proteſt for non-payment of the remaining ſum, according as is already here before declared: and the receiving part of the Monies upon the Bill doth no ways weaken the Bill, or the making Proteſt for not payment of the remainder, or any legal courſe to be taken for recovery thereof, either againſt the Drawer or Acceptor, but it rather ſtrengthens the ſame, for there will be leſs behind to be paid, and it will ſerve to prove it a real debt, in regard there is part thereof already paid.

Bill accepted by another man.

MOreover, if a *Bill of Exchange* be drawn on *John A.* and he refuſe to accept it: Or if *John A.* be out of Town, and have left no legal order for acceptance thereof, by Letter of Atturney under his Hand and Seal, in due form: And that *William C.* (a Friend of the Drawers) will accept the Bill for honour of the Drawer; In either of theſe Caſes, the party to whom the ſaid Bill is payable, or his Aſſigns, ought in the firſt place to cauſe Proteſt to be made for non-acceptance by *John A.* and then he may take the acceptance of *William C.* for honour of the Drawer, for otherwiſe the Drawer may alledge that he did not draw the Bill on *William C.* but on *John A.* and therefore according to cuſtom of Merchants diligence ought to be firſt uſed towards *John A.* and by Proteſt legally to prove his

want of acceptance: Or elſe Order and Commiſſion is broken, and ſo the dammage which may happen for want of having the acceptance of *John A.* (or his refuſal for not having given order) will be put upon him who had the Bill ſent unto him to be gotten accepted, for you ought to reſpect your Friends good as your own.

How to reckon the time.

A *Bill of Exchange* dated the ſecond of *March* New Stile, which is the twentieth of *February* Old Stile (except in Leap-year, which will be then the twenty firſt of *February*) payable in *London* at double uſance, will be due the two and twentieth of *April* Old Stile, and not the twentieth of *April*, as ſome do erroneouſly imagine, who would deduct the ten days (to reduce the New Stile to Old Stile) at the end of the double uſance, and ſo they would go as far as the ſecond of *May* New Stile, and then go backwards ten days, when of right they ſhould go forwards from the date of Old Stile, relating to the place where it is payable, and reckon the double uſance from the very date of the Bill, thus: A Bill dated the ſecond of *March* New Stile, is the twentieth of *February* Old Stile, *February* having but twenty eight days, (for the twentieth of *February* old ſtile is the ſecond of *March* new ſtile, even to the very day of the Week) ſo from the twentieth of *February* to the twenty third of *March* is one uſance, and from the twenty third of *March* to the twenty ſecond of *April* there is another uſance; and ſo in like manner, if a *Bill of Exchange* be dated the tenth of *March* new ſtile, which is the laſt of *February* old ſtile, payable at treble uſance, ſuch a Bill will be due the laſt of *May* in *London*, and not the twenty eighth of *May*, as ſome do imagine, becauſe *February* hath but twenty eight days. Alſo if a Bill be dated the eighth of *January* in *Rouen*, payable at double uſance in *London*, it will fall due the twenty ſixth of *February*, and if from that date payable at treble uſance, it will fall due the twenty ninth of *March*, as is manifeſt by the Almanack or Table at the end of this Book; for you muſt always count your uſances from the very date of the Bill, as I have made evidently appear by what hath been before declared concerning uſances; And I have ſeen divers *Bills of Exchange* which have been ſent from beyond the Seas, wherein the Drawers have written the old and new ſtile both together in the date of their Bills one above another, thus:

Amſterdam adj. $1\frac{1}{3}$ *February* $16\frac{54}{55}$ *for* 200 *l. ſterl.*

Middleborough adj. $\frac{1}{2}\frac{1}{3}$ *March* $16\frac{54}{55}$ *for* 150 *l. ſterl.*

Adj. 17 *March* } 1655. *in Genoua Dolars* 245 *at* 57 *d.*
6 *April* } *L.* 58-3-9 *d. ſterl.*

And the like, which is very plain and commendable in thoſe that do ſo write, thereby to make things evident to the capacity of the weakeſt, and to avoid any further diſputes thereupon, although in thoſe *Bills of Exchange* where the old and new ſtile are not poſitively expreſſed, yet the ſame thing is intended and meant, and ought to be underſtood as if particularly ſet down; for if you have the date in new ſtile, you may ſoon ſee what date it is in old ſtile: And I have taken the more pains to make this out to every mans underſtanding, becauſe I do perceive that many men for their own advantage, and in their own caſe, are ſubject to be byaſſed, and judge amiſs; but I conceive I have herein ſo clearly evidenced the truth and reaſon of my opinion, that it cannot but convince thoſe that are, or have been of a contrary judgment, of their error and miſtake, except they are wilfully blind, and then none ſo blind; Or that they can give me any better reaſon for their contrary opinion, and then I will ſubmit unto them; for all *Bills of Exchange* (as I have ſaid before, and is notoriouſly known and aſſented unto by all) which are made payable at uſances, muſt be reckoned directly from the date of the Bill, which

which if it be new ſtile, and payable in *London*, or any other place where they write old ſtile, the date muſt firſt be found out in the old ſtile, and then count forward and you cannot miſtake.

Half Uſance.

HAlf Uſance is always reckoned fifteen days from the date of the Bill, neither more nor leſs, becauſe Uſance is one Month by denomination, to be accounted next after the date of the Bill, as I have very fully ſhewed here before, and there is not any Month in the Year which hath in it above 31 days: Now therefore upon an indifferent account fifteen days muſt be reckoned for half Uſance, becauſe fifteen is the half of thirty, and a day conſiſting of 24 hours, cannot be ſubdivided from its proper denomination; So that if you have a *Bill of Exchange* dated the third of *February* new ſtile, and payable in *London* at half Uſance, and would know when this Bill falls due, you muſt firſt (as before) look to the date, and you ſhall find that the third of *February* new ſtile is the 24 of *January* old ſtile, from whence count fifteen days forward, or add fifteen days to the twenty fourth of *January*, and you will find it will fall due the eighth of *February* inclusive following; and in caſe you have a Bill dated the third of *February* new ſtile, and payable at Uſance and half, then count from the 24 of *January* old ſtile to the 24 of *February* old ſtile for the Uſance, and from thence to the 11 of *March* inclusive (except in Leap-year) is 15 days, or half Uſance, on which 11*th* day of *March*, and with the ſame day the Uſance and half will expire, and that is the laſt day of the Uſance and half, which day muſt be fully expired and paſt before the Money ought to be paid, and before any Proteſt can be legally made for non-payment.

Three days after due.

YOu are to take ſpecial notice, that the day on which any *Bill of Exchange* doth fall due, is always to be accounted as part of the time limited in the *Bill of Exchange* as included therein; ſo that the day on which any *Bill of Exchange* doth fall due, doth belong to the party which is to make payment thereof, as being part of his time: As now for example, Suppoſe a Bill is made payable at thirty days ſight, and it be accepted the fifth of *February* (*February* having but 28 days, except in Leap-year) you muſt reckon from the fifth of *February* to the ſixth of *February* for one day, and from thence to the ſeventh two days, and ſo forward, (allowing 24 hours to a day) it will fall due (or the 30 days ſight will expire with) the ſeventh of *March* inclusive; and in like manner with Bills payable at Uſance, double or treble Uſance, or Bills payable at a prefixt day, the full time of the Uſances, or prefixt day muſt be taken inclusive as part of the time appointed for payment of the Bill: and three days next after the expiration of that day are uſually allowed in *London*, as well for him to whom it is payable to procure payment thereof, as for him on whom the Bill is drawn to pay it, unleſs it be a *Bill of Exchange* made in *France*, and that the *French* Poſt ſhall happen to depart on the ſecond day after it be due, or that the third day be a Sunday, or no working day, or day of publick Commerce and Trade: And in any of thoſe caſes the Money muſt be paid the ſecond day after the Bill falls due, or elſe Proteſt muſt be then made for non-payment, that ſo lawful diligence may be uſed within the three days, and advice thereof may be ſent away by the very firſt Poſt after the Bill falls due: For although three days are uſually allowed after a Bill is due, yet it is with this proviſo, that the ſame be not to the prejudice of him to whom the Bill is payable, or of his Correſpondent, or the Drawer; for if the Money be not paid, and the Proteſt made within the three days next after the Bill falls due, and that there ſhould happen in the interim any misfortune to the party on whom the Bill is drawn, that he ſhould be non-ſolvent, or the like, thoſe in *France* concerned therein, will

ſooner

ſooner take advantage thereupon to avoid the repayment, than they will do in the like kind who take up Monies by Exchange in *Holland*, or other parts, whoſe Bills if not paid the ſecond day after due, and that the third day fall on a Saturday, they many times forbear to Proteſt for non-payment until the Monday following: however this is a general rule, namely, that according to cuſtome of Merchants in *London*, Proteſt ought to be for non-payment within three days after the Bill falls due, and the Proteſt ought to be made ſent away by the firſt Poſt next after the time of payment is expired, be it for what part ſoever. I know there are ſome that would not have Sunday reckoned for one of the three days after a Bill falls due; Truly, I think they may as well not reckon Sundays to be any of the thirty days ſight, or the like; for my part (though payments are not uſed to be made on Sundays, neither ought Proteſt to be made on a Sunday for non-payment) I cannot but reckon Sunday amongſt the number of the three days, for I am ſure if Saturday be the ſecond day after the Bill is due, then Monday will be the fourth day after it is due; Sure bind, ſure find.

Proteſt muſt be made though the three days are expired.

BUt if Proteſt for non-payment be not made within the three days after a *Bill of Exchange* falls due, and that through negligence, or otherwiſe, it be forborn four, five, ſix, or more days after the time limited in the *Bill of Exchange*; Yet nevertheleſs even then, if it be not paid, the *Bill of Exchange* muſt be proteſted for non-payment. I ſay, although the three days are expired, becauſe you cannot well take any courſe in Law againſt the party which hath accepted the Bill, until you have made a legal demand of the Money by a publick Notary; neither is the party that drew the Bill bound, or liable (according to cuſtom of Merchants) to repay the Money unto him of whom he hath received the value, until ſuch time as there doth appear a Proteſt made for non-payment, to prove that the party who accepted the Bill, or he on whom it was drawn, hath not paid the Money upon that *Bill of Exchange*; but though a Bill muſt be Proteſted although the three days are expired, yet I would never counſel any body to omit proteſting a *Bill of Exchange* the third day after it is due: For if it be not Proteſted before the three days are expired, and the party which hath accepted it ſhall then happen to be non-ſolvent, as I ſaid before, it may be alledged by the Drawer or Endorſer, that the party to whom it was payable hath prejudiced them in neglecting his diligence therein, and the party that drew the Bill (eſpecially if it be a French Bill, that is to ſay, a Bill made in *France*) may happen to delay (if not free) the ſecond payment thereof upon that account; for although the Drawer is bound to the deliverer until the Bill be ſatisfied, yet is with this proviſo, that Proteſt be made in due time, and lawful diligence uſed for receipt of the Money by the party to whom it is payable, according to his duty, that ſo the Drawer may not ſuffer through his neglect. It is good to walk ſecurely, there is no danger at all in proteſting within the three days after a *Bill of Exchange* is due, but there may be danger in forbearing to Proteſt within that time: Wherefore my advice is, (let the party upon whom the Bill is drawn be never ſo good and able a man) if he do not pay within the time accuſtomed, cauſe the Bill preſently to be proteſted for non-payment.

Bill payable at a prefixt day.

A *Bill of Exchange* made at any part beyond the Seas, where they do uſually write new ſtile, which is ten days before our Engliſh ſtile, being old ſtile, and ſuch a Bill being made payable on ſuch, or ſuch a day, of ſuch, or ſuch a month, you muſt know in this caſe, that you have nothing to do with the date of the Bill, but you are only to look to the day of the month poſitively expreſſed in the Bill, and that very day of the month according to our ſtile here in *England*, muſt be expired before the Bill will be due; and a Bill ſo made payable is not to be underſtood

underſtood on ſuch, or ſuch a day new ſtile, (except the ſame be ſo particularly expreſſed) but on ſuch, or ſuch a day old ſtile, according to the ſtile and uſual computation obſerved at the place where it is made payable: As for inſtance, ſuppoſe a *Bill of Exchange* were made payable in this maaner following:

Laus Deo, in Amſterdam *the* 7th *of* February 1655.
for 200 l. *Sterling.*

ON the ninth day of *March* next pay this my firſt *Bill of Exchange* to Mr. *Robert W.* or his Aſſigns, the ſum of two hundred pounds Sterling for the value received of Mr. *Charles D.* and put it to account as *per* advice.

Francis P.

To Mr. *George H.* Merchant
Pmſ. in *London.*

This *Bill of Exchange* will not be due until the ninth day of *March* Engliſh ſtile, and it cannot be accounted due (as ſome would have it) on the twenty ſeventh of *February* old ſtile, which is the ninth of *March* new ſtile; for it relates to the ſtile of the place where the Bill is made payable, and not to the computation of the Place or Countrey where the Bill is dated: For ſuppoſe now Mr. *Robert W.* in the Bill mentioned ſhould demand payment of this Bill on the laſt of *February* and firſt of *March* old ſtile, and Mr. *George H.* ſhould tell him, that he would pay it the ninth of *March* our ſtile, when due according to the tenour of the Bill, and not before, I would fain know how any Notary (if he underſtand himſelf) can Proteſt upon ſuch an anſwer, or can draw out any legal Proteſt for non-payment before the ninth of *March* old ſtile be expired: For (pray obſerve) if the Notary dateth his Proteſt for non-payment on any day before the ninth of *March* old ſtile, according to the computation of the place where the Bill is payable, he will make his Proteſt bear date before the Bill is due, and ſo will be illegally made, and even the Proteſt it ſelf will carry that along with it which will certainly cut its own throat; for the Bill is made payable the ninth, and the Proteſt will bear date before the day of payment be come, as may evidently appear: And yet this very caſe (to my knowledg) hath ſtumbled a Merchant of no ſmall rank and commerce in *Bills of Exchange*, who having ſuch a *Bill of Exchange* payable to him, would fain have perſuaded himſelf (for the Acceptor, nor me he could not,) that the Bill would be due the 27 old ſtile, and if the party on whom the Bill was drawn would not ſo accept it, my Merchant was very earneſt to have a Proteſt made; whereupon to make things plain, and thereby convince him of his errour, I directed the Acceptor to underwrite the Bill thus, *Accepted to pay the ninth of March, according to the tenour of the Bill*, which when my Merchant beheld and well conſidered, he perceived his errour, and well approved of the acceptance (for it was good) and ſo tarried till the ninth of *March* for his money, as he ought to do.

Acceptance by Wife, or Servant.

A Mans Wife, or Friend, or Servant, cannot accept a *Bill of Exchange* for him in his abſence, without ſufficient authority from him by a Letter of Attourney under his Hand and Seal, delivered in the preſence of ſufficient witneſs for the doing thereof; a mans word, (as if he ſhould ſay to his Wife, Friend, or Servant, If any *Bills of Exchange* ſhall come drawn on me in my abſence, accept them for me) is not ſufficient, neither will a bare Letter ſerve, written to his Wife, Friend, or Servant; but there muſt be Hand and Seal, and Witneſſes, which (if occaſion be) may prove his legal conſent to ſuch acceptance: For indeed, it is againſt reaſon that any man ſhould be bound to the payment of any ſum of Money without valuable conſideration, or without his own free conſent; It is true, if the Wife or Servant have formerly accepted ſeveral *Bills of Exchange* in the like kind, and when

when the party on whom they were drawn hath come to Town, he hath approved thereof, and paid the Bills at the time, and ſo the Wife, or Servant are wont to do from time to time, and that this can be proved, I conceive it will come very cloſe to him; but we hold a legal order for acceptance ought to be granted by Letter of Attourney under hand and ſeal, as I have already ſhewed.

A Bill drawn at one Place, and payable at another.

IF a *Bill of Exchange* be drawn upon a man living at one Place, or City, and payable to a man living at another place, and that the Money is not to be paid in the City, or Town, where the party on whom the Bill is drawn doth dwell, but in ſome other City or Town where the party to whom the Bill is payable doth live, or at a place for, and at which there is a uſual courſe of *Exchange*, and that the party on whom the Bill is drawn doth dwell ſome ſcore of miles off from thence: Such a Bill as this, ſo ſoon as it comes to your hands you may ſend it down to ſome Friend in the ſame Town, where he on whom it is drawn doth live, to get acceptance thereof, and then to be returned to you; but when the Bill falls due, you need not ſeek farther for payment than at the Houſe, or in the place where the Bill is made payable, and in default thereof you muſt there cauſe Proteſt to be made in due form: As for inſtance, Suppoſe a *Bill of Exchange* be drawn from *Rouen*, and directed thus, To Mr. *William P.* Merchant at *Southampton*, but made payable thus; Pay this my firſt of Exchange to Mr. *Samuel B.* or Aſſigns in *London*; or thus, Pay this my firſt *Bill of Exchange* at the Houſe of Mr. *Roger C.* in *London*, to the order of Mr. *Benjamin L. &c.* this Bill muſt be ſent down to *Southampton* to ſome Friend there to preſent to Mr. *William P.* to get accepted, but if he refuſe to accept the Bill, you may either Proteſt at *Southampton* for non-acceptance, or elſe the Friend there may return the Bill, with his anſwer of refuſal by a Letter to *London* to his friend that ſent him the Bill, and by the help of ſuch a Letter Proteſt may be made at *London* for non-acceptance; But now when this Bill is due, you muſt then only endeavour to get payment at *London* according to the expreſs words and tenour of the Bill; and if no order be given at the Houſe of Mr. *Roger C.* in *London* for payment, or if a particular Houſe be not expreſſed, but only the Bill is payable in *London*, if you have not your money brought you within the three days after the Bill is due, you muſt cauſe Proteſt for non-payment to be made in *London* according to the uſual manner.

The Taker bound to the Deliverer, and the Acceptor bound to the Party to whom payable.

YOu may pleaſe to take notice, That generally in all *Bills of Exchange*, the party that draws or under-writes the Bill, (or the taker, which is all one) I ſay he is bound to the deliverer, or to the party of whom the value was received; and the Acceptor, or party that doth accept the Bill, is bound to the party to whom the Bill is made payable: For although as well the Taker (or Drawer of the Bill) as alſo the Acceptor, are both bound in the Bill, and both equally liable for the payment thereof, yet they are not generally both bound to one man; I ſay generally, for if the Deliverer be ſervant to the party to whom the Bill is payable, then indeed the Drawer may be ſaid to be bound to the party to whom it is payable as well as the Acceptor: Or, if the Deliverer be the Principal, and he remits his own monies by Exchange, payable to his ſervant, in this caſe likewiſe both Taker and Acceptor may be ſaid to be bound to the Deliverer: But generally in parcels remitted and taken up by Exchange between Merchant and Merchant, the Taker is properly bound to one, and the Acceptor to another, though both of them are liable until the Bill be ſatisfied: So that if the accepted Bill be not paid at the time, and Proteſt made for non-payment, and there be occaſion to commence a Sute in Law againſt the Drawer, it muſt be entred in the name of the Deliverer;

verer; and in like manner, if a Sute be commenced againſt the Acceptor, it muſt be made and proſecuted in the name of the party to whom the Bill is made payable, for the party (happily) that draws the Bill takes no great notice to whom it is made payable, (he being thereunto directed uſually by the party that delivers him the value;) Neither doth the party which accepts the Bill take much cognizance of the party that did deliver the value, but only of the party that drew the Bill, (with whom he correſponds,) and of the party to whom it is made payable, (to whom by his acceptance he bindeth himſelf for the payment;) And ſo likewiſe where there are any Aſſignments on Bills negotiated, always the party that receives the value is directly bound to him of whom he hath received it, and the Acceptor to the laſt aſſigned.

Better ſecurity.

IF a Merchant which hath accepted a *Bill of Exchange* ſhall happen to be non-ſolvent, or publickly reported to be failed of his Credit, and that he doth abſent himſelf from the Exchange in the interim before the *Bill of Exchange* by him accepted be due: You muſt then preſently upon ſuch report cauſe demand to be made by a Notary for better ſecurity, and in fault thereof, cauſe Proteſt to be made for want of better ſecurity, and ſend away that Proteſt by the very next Poſt, that ſo upon receipt thereof by your friend which ſent you the Bill, he may procure ſecurity to be given by the party which drew the Bill; One ſtring being crackt you muſt ſeek to get another new one, that ſo you may ſtill have two ſtrings to your Bow; And when the Bill is due, if not paid, you muſt then Proteſt again for non-payment, and ſend away that Proteſt alſo; and the Drawer, or his ſurety, muſt bear and pay as well Principal as Charges, ſuch as is port of Letters, coſt of Proteſts, and if the money be taken up *per* rechange on him) the price of rechange, and brokerage. *Charges.*

Proteſt in the day time.

IF at any time you have occaſion to cauſe Proteſt to be made on any *Bill of Exchange*, either for non-acceptance, better ſecurity, or for want of payment, always be ſure to cauſe Proteſt to be made in the day time, that is to ſay, between Sun-riſing and Sun-ſetting, but tarry not until the laſt hour, if you may do otherwiſe; and when I ſay between Sun and Sun, my meaning is, in the day time, or time of Commerce and publick Trade, when, and during the time that Shops are generally open, for one Swallow doth not make a Summer; For it may be in Summer time in *London* ſome men do open Shops by four or five of the Clock in the Morning, but generally not until ſix or ſeven, and ſome do ſhut up not until nine or ten, but generally at ſeven or eight of the Clock: And again, in Winter haply ſome may open about ſix or ſeven of the Clock in the Morning, and ſhut up not until nine or ten, whenas generally they open about eight, and ſhut up about four or five of the Clock at Evening: So that as a *Bill of Exchange* is of great concernment to Merchants in Trade, and a Proteſt upon any of their Bills may prove to their great diſcredit; ſo likewiſe it is therefore provided by the Law and cuſtom of Merchants, that not any Proteſt upon any of their *Bills of Exchange* ought to be made againſt them out of ſeaſon, or at an unſeaſonable time, when men generally ceaſe to uſe publick Commerce and Trade; for there is a time of Reſt as well as a time of Labour, a time for Devotion as well as a time of Negotiation, a time for private Imployment, as well as for publick Concernment. If I ſhould go about ten of the Clock at night to a Merchant to buy a percel of Taffaties, would he not be ready to excuſe the ſhewing of them at ſuch an unſeaſonable hour, and deſire me rather to come the next morning about nine of the Clock, and that then I ſhould ſee them, and in ſo anſwering me, wherein doth he deſerve blame, may not he for all that continue to be a Merchant of good repute? Becauſe he will not ſhew his Goods at ſuch an unſeaſonable hour, can any therefore conclude that he hath not *A Caveat for Notaries.*

any goods to ſell? Ought not I rather to be blamed to give diſturbance to him at ſuch an hour of the night? I could ſay much in this particular: but as I deſire not to give advantage to any ill-affected to forbear payment of monies due by *Bill of Exchange*, whenſoever the ſame is juſtly and rightly demanded, ſo I dare not conclude a Proteſt to be legally made at any hour of the night, or at an unſeaſonable time; You cannot err in cauſing Proteſt to be made (if occaſion be) on a working day before Noon, or Afternoon, in the time that men do generally uſe and exerciſe Commerce and Trade, as well in buying and ſelling of Goods, as in paying and receiving of Monies: And therefore to prevent all Objections which may be made againſt the legality of the Proteſt, I would adviſe every one that hath occaſion to cauſe Proteſt be made for non-payment to play above-board, and to let their Proteſt to be made at convenient time, as is before declared; for you are not bound not to Proteſt until the laſt hour of the third day after the Bill is due, but you are bound by the Law of Merchants, uſed in *England*, to Proteſt within the three days, and before the laſt hour be expired, which is generally taken at Sun-ſetting, or thereabouts; wherefore you may as well Proteſt in the Forenoon as in the Afternoon, and as well at two of the Clock in the Afternoon as at four of the Clock: And therefore be ſure you do not prejudice your ſelf in tarrying beyond your time before you cauſe Proteſt to be made for non-payment of your Bill, in caſe it be not paid before the third day.

Proteſt returned for non-acceptance, or want of better ſecurity.

WHen any Proteſt is returned unto you for want of acceptance, or for want of better ſecurity, upon receipt thereof you muſt preſently repair with the Proteſt to the party to whom you delivered your money upon the *Bill of Exchange*, which is either the Drawer or Indorſer; and upon ſight of the Proteſt he muſt give you good ſecurity to your content for the monies ſo taken up by Exchange to be bound to repay the ſame with Rechange and Coſts, in caſe it be not paid at the time by the party on whom it is drawn; and therefore the uſual cuſtom is, in this caſe, that the Drawer or Indorſor having received the value, muſt procure an able man, ſome friend of his, to underwrite the Proteſt, which is come, for not acceptance, or for want of better ſecurity, uſing theſe or the like words: I here under-written, do bind my ſelf as principal, according to the cuſtom of Merchants, for the ſum of Money mentioned in the *Bill of Exchange* whereupon this Proteſt is made. *London* this ninth of *February*, 1654.

John G.

Proteſt for non-payment returned.

BUt if a Proteſt be returned for want of payment, and if you have had ſecurity already given you on the Proteſt for non-acceptance, or for want of better ſecurity, then upon receipt of your Proteſt for non-payment you may only acquaint the Drawer (or party that took up the money) therewith, and tarry out the ſame proportion of time at which the Bill was made payable, to be accounted from the time it fell due, before you demand your principal money with the Rechange and Charges of the party that drew the Bill, or of his ſurety, who, according to the Law of Merchants, are bound joyntly and ſeverally to repay the ſame upon the Proteſt for non-payment: but if the Bill was accepted, and the Acceptor not failed, ſo that there was not any Proteſt made until the Bill fell due, and then there comes a Proteſt for want of payment: In this caſe you muſt take ſecurity upon that Proteſt for non-payment, as is directed here before upon the Proteſt for non-acceptance, except the Drawer do preſently pay down the Money, and Intereſt, and Charge, accrewing from the day it fell due until that very day of ſhewing him the Proteſt for non-payment, and that you do conſent thereunto; for otherwiſe, in caſe a Bill be proteſted for non-payment, and the Proteſt exhibited to the Drawer, he may

(giving

(giving ſecurity, as before) keep the money until ſo much time more be elapſed as the Bill was drawn for, before he can be compelled to make payment: As now for inſtance, If the Bill be dated in *Amſterdam* the 9th of *February*, and payable at uſance in *London*, and proteſted for non-payment, the Drawer may claim the like time of uſance for repayment thereof, as above; ſo that as there was one month for the exchange of the money from *Amſterdam* to *London*, ſo likewiſe there muſt be another month for re-exchange of the money from *London* back again to *Amſterdam*; and thus you ſee it will be the ninth of *April* before you can have your money with the re-exchange thereof, and charges at *Amſterdam*; but if the Drawer will keep the money out the time, and yet will not give ſecurity upon the Proteſt, then the deliverer may preſently take a courſe in Law againſt him, and he will be compelled to repay the ſame with coſts, and conſiderable damage.

Keep the accepted Bill, but return the non-accepted.

WHen an accepted Bill is proteſted for non-payment, I would adviſe to ſend away the Proteſt, as I have ſhewed before, but to keep the accepted Bill in your own cuſtody, except you have expreſs order to the contrary; for the Proteſt for non-payment will be ſufficient proof whereby to recover of the Drawer, and then withal if the firſt Bill be accepted, the ſecond Bill will ſerve againſt the Drawer, as well as the accepted Bill, but here in *England* you cannot take courſe in Law and expect a good iſſue in your Sute againſt the Acceptor, without the original accepted Bill be produced in Court: So that you keeping the accepted Bill by you, and ſending your friend the other Bill (if you have it) with the Proteſt, he can ſufficiently thereby claim his money of the Drawer or party to whom he hath delivered the value; and likewiſe you at the ſame time (if it be an outland Bill) may implead the Acceptor upon the accepted Bill; and if the Drawer ſhould deſire to have in the accepted Bill as well as the other, before he repay the money, it will be time enough to ſend the accepted Bill when it is ſo deſired, but I would not adviſe to ſend away the accepted Bill with the Proteſt for non-payment, for fear it miſcarry, nor to part with the accepted Bill without ſpecial order, and upon good grounds. But if the Bill were never accepted, and not paid at the time, then there is no danger to ſend back the Bill with the Proteſt for non-payment, both together; for you have done your whole diligence needful concerning that Bill, and it will reſt wholly upon the Deliverer to ſeek his remedy againſt the taker up of the money, and to procure payment thereof from him as is fitting.

Bill of Exchange loſt, left to be accepted.

IF a *Bill of Exchange* be left with a man to be accepted, and he happen to have loſt the Bill, or that it be miſ-delivered, that is to ſay, delivered by him, or any of his Servants, or by his means, to a wrong party; Or, if in any caſe the party which left the Bill to be accepted cannot have his *Bill of Exchange* re-delivered unto him, accepted, or not accepted, according to cuſtom of Merchants: In this caſe the party that loſt the Bill, namely, he on whom it is drawn, or through whoſe means it is miſ-delivered, (if he intended to accept the Bill, or if he had accepted it) muſt give a Note under his Hand and Seal for the payment of the Money mentioned in the Bill, to the party to whom it was made payable, or his Aſſigns at the time limitted in the Bill. I ſay, to pay the Money upon the ſecond Bill, if it ſhall come to hand within the time, Or elſe in default thereof he muſt bind himſelf to pay the Money upon that Note at the ſame time; for it is but juſt and reaſonable, that he which hath loſt my Specialty, or *Bill of Exchange*, ſhould make it me good by ſome other means equivalent thereunto: But in caſe the party that thus loſt the Bill do refuſe to give ſuch a Note under his Hand and Seal; then he which preſented him the Bill to be accepted, or that left the Bill with him, muſt

preſently cauſe Proteſt thereupon to be made in due form, and muſt ſend the Proteſt away by the firſt Poſt: And in like manner make demand of the Money at the time, though he have neither Note nor *Bill of Exchange*, and in default of payment he muſt cauſe a ſecond Proteſt to be made, and ſend it away as the former. But in caſe there be ſuch a Note made, and at or before the time limited for payment thereof the ſecond *Bill of Exchange* ſhall not be come to hand, you muſt go to receive the money upon that Note according to the contents thereof, and in default of payment you muſt cauſe Proteſt to be made upon that Note for non-payment, as if you had the accepted Bill, or that the ſecond Bill were come to hand, but not paid at the time.

Bill endorſed in Blank.

IF a *Bill of Exchange* be made payable to one beyond the Seas, or to one within-land in the Country, and he ſubſcribe only his Name on the backſide thereof, leaving an empty place above his Name, and do ſo ſend it to a Merchant, or Friend of his, to get it accepted, and to receive the money at the time therein limited of the party on whom the Bill is drawn, (as it is uſual ſo to do) the ſame is ſufficient warrant for the party to whom the Bill is ſent to get it accepted, and to receive the money accordingly: And in this caſe, when the party that hath the Bill ſhall go for the money when the Bill is due, he may either receive the money himſelf, or ſend his man for it; if he go himſelf, he may either write an Aſſignment in the empty place above the name on the backſide of the Bill, and ſo make it payable to himſelf, and then when he ſhall have received the money, he muſt make a receipt for the ſame underneath the Aſſignment in his own name in ordinary manner for ſo much money received; Or elſe he may forbear making an Aſſignment in the empty place to himſelf, and inſtead thereof he may in the ſame empty place above the name make a receipt, as if the money had been paid to the party to whom the Bill is payable, and that ſet his name thereunto in blank; and if he ſend his man with the Bill to receive the money, the man may upon receipt of the money either deliver up the Bill as it is, without writing any thing upon it, or elſe, he may (as before) fill up the empty place with an Aſſignment payable to his Maſter, and then make a receipt underneath for ſo much money received in full of that Bill for his Maſters uſe, governing himſelf therein according as the party that ſhall pay the *Bill of Exchange* ſhall direct, for either way is good and warrantable, according to the cuſtom of Merchants uſed in *England*.

Accept for Account of Drawer.

IF a *Bill of Exchange* be ſubſcribed or drawn by *Abraham F.* on *Benjamin G.* for the Account of *Charles H.* and it ſo happen that *Benjamin G.* to whom the Bill is directed, will not accept the Bill for Account of *Charles H.* as it is drawn, but would willingly accept it for the Account of *Abraham F.* being a ſpecial friend to *Benjam. G.* on whom it is drawn, and ſo this *Benjam. G.* is very unwilling to ſuffer the Bill to go back by Proteſt for non-acceptance, and therefore he deſires to accept it for honour of the Drawer, and for his account: In this caſe (according to the Law of Merchants) *Benja. G.* may ſo accept the ſame; but before he do accept the Bill, he muſt perſonally appear before a Notary publick, and declare before him ſuch his intent, and the Notary muſt make an Act thereof, in due form, to be ſent away by *Benjamin G.* to *Abraham F.* that ſo he may have ſpeedy advice thereof; and the Act being entred, then he may accept the for Bill the honour of the Drawer, and for his Account. And when the Bill is due, he muſt cauſe a like Act to be made for payment, before he pay the Bill, declaring that he will pay it for honour of the Drawer, and for his Account, but not for account of *Charles H.* for whoſe Account it was drawn; and thus (*Benjamin G.* giving honour to the Bill, although he do it for another account than for which it was drawn) according to the Cuſtom and Law of Merchants

chants generally obſerved, *Abraham F.* is bound to make the ſame good again unto *Benjamin G.* with Exchange, Re-exchange, and Coſts; but *Benjamin G.* muſt be ſure to make ſuch his declaration before he do accept the Bill, or any ways engage or oblige himſelf thereunto; for otherwiſe if he ſhould firſt accept it, and then that it might be lawful for him at any time afterwards to alter the property thereof, and charge it for Account of the Drawer at the Acceptors pleaſure, the Drawer *Abraham F.* might be much prejudiced, as in reference to *Charles H.* by whoſe order (it may be) and for whoſe Account *Abraham F.* drew the ſame Bill.

Bill paid upon Proteſt.

IF a *Bill of Exchange* be drawn upon a Merchant, or any other here in *London*, and he refuſe to pay it, or hath not money ready to make preſent payment at the day, and thereupon Proteſt is made for non-payment, and another Merchant or Friend to the Drawer, having notice thereof, doth appear and declare before a Notary publick that he will pay it for honour of the Drawer upon Proteſt, and accordingly doth pay the ſame, and cauſe an Act to be made thereupon, as I have ſhewed before; My advice is, that the receipt which he ſhall take for the money by him paid, be made and written under the Proteſt and Act, but not upon the original accepted *Bill of Exchange*, for divers reaſons which I could give, but eſpecially, I approve of a receipt on the Proteſt, and not on the Bill, that ſo thereby he may ſtill keep the Bill free, as not being ſatisfied by thoſe whom it particularly did concern; only (if he will) let the party to whom the Bill is payable (and to whom the money is paid) ſubſcribe his name on the backſide of the Bill to a blank, and let the Proteſt and Act be ſent and returned to the party, for whoſe account he doth honour the Bill, but let him keep the accepted Bill by him, to be ready upon all occaſions againſt the Acceptor.

Bill muſt not be paid before due.

IF a *Bill of Exchange* be made payable at Uſance, double Uſance, thirty days ſight, or at any longer or ſhorter time, and when the Bill ſhall be preſented to the party on whom it is drawn to be accepted, or at any time before the Bill is due, he to whom it is payable ſhall deſire to have the money preſently paid him (by way of anticipation) before it be due by the tenour of the Bill, and thereupon ſhall offer to rebate for the time: Or if the party to whom the ſaid Bill is directed, having ſome monies by him, and willing to make ſome profit thereof, ſhall of his own accord offer him to whom it is made payable to pay him the money preſently before the time limited in the *Bill of Exchange* be expired, in caſe he will diſcount for it, or allow him ſome conſideration for the time; The party which ſhall ſo pay any money upon any *Bill of Exchange* before it be due, doth run in ſome danger in not obſerving order: Indeed, he to whom it is payable, and which doth ſo receive the ſame, is in no danger at all by receiving the money before it be due, but let him beware that ſo payeth it; for if the money or parcel which is remitted be really and properly belonging to the party which delivered the ſame by Exchange to the ſubſcribed of the Bill, and if the Bill be made payable to a Factor, Servant, Agent, or Friend of the Deliverers, only to and for the Deliverers uſe; and if before the Bill is due, the Deliverer do ſend his Countermand (as he may do) not to pay the money to ſuch his Factor, Servant, Agent, or Friend to whom it was payable by the tenour of the Bill, but to ſome other whom he ſhall appoint: In this caſe he on whom the Bill is drawn ought to be liable to the payment thereof according to that Countermand, to the party who ſhall be thereupon ſo appointed; for as it is not properly in his power (I mean in the power of the party on whom the Bill is drawn) to prolong the time of payment, ſo as that he may chuſe if he will pay the money at the time limited in the Bill, or make the party to whom it was payable to tarry any longer for his money; neither can that

party

party to whom the Bill is payable (in the caſe before mentioned) warrantably ſhorten the time limited and appointed in the Bill, or agree with the party on whom it is drawn to pay him the money before it be due, for the bargain is made between the Deliverer and the Taker, and reſpect ought to be had thereunto; and although this caſe of Countermand doth not ordinarily and commonly happen, yet it may happen, and I have known it come to paſs, and who can certainly aſſure himſelf that the ſame will not befal him in his payment of Monies on any *Bill of Exchange* before it be due; For my part, the advice which I deſire to give herein is ſuch as may be for the ſecurity of him that parts with his money, that he may do it upon good grounds, and ſo may be warrantably diſcharged, but that he cannot well be in breaking order, wherefore I ſhall never adviſe any to pay money on *Bills of Exchange* before they be due.

Second Bill with an Aſſignment.

IF a ſecond unaccepted *Bill of Exchange* be ſent unto you from the party to whom it is payable, with an Aſſignment on the backſide thereof, ordering the payment to be made unto your ſelf for the value received of your Friend or Factor, preſently upon receipt thereof you muſt preſent, or cauſe the ſame to be preſented to the party on whom it is drawn, to be by him accepted (unleſs you have the firſt Bill already accepted;) If the party on whom it is drawn do refuſe to accept the ſecond Bill, pretending that he hath already accepted the firſt Bill to another man unknown, or that he cannot name unto you; or if you cannot be actually poſſeſſed of that firſt accepted Bill, you ought upon refuſal of acceptance to cauſe Proteſt to be made for non-acceptance of that ſecond Bill; that ſo upon ſending away the Proteſt, ſecurity may be given to your Friend, or Factor, that the money ſhall be paid unto you at the time, or at leaſtwiſe Proteſt to be entred; for, the party to whom the Bill is directed is not bound by your ſecond Bill to the payment of the money unto you, until he do accept of the *Bill of Exchange* according to cuſtom of Merchants, unleſs that he have already accepted the firſt Bill, and the ſame be in your cuſtody; for although as well the ſubſcribed or drawer of the *Bill of Exchange*, as the party which doth underwrite the Aſſignment confeſſing the value received, and likewiſe the Acceptor of the Bill are all of them liable and bound in the *Bill of Exchange*, yet they are not all immediately bound either to the Deliverer, or to the party to whom the Bill is payable, but each party is bound to the other with whom he doth more immediately correſpond, as I have more particularly here before declared.

Party dead which accepted.

IF the party to whom your *Bill of Exchange* is directed do accept the Bill, and then if he ſhall afterwards happen to deceaſe and depart this Life before your Bill is due, you muſt at the appointed time of payment demand the money of his Executors, or Adminiſtrators at his Mortuary Houſe, or laſt dwelling Houſe, or place of Aboad, and upon their refuſal or delay of payment, you muſt Proteſt for non-payment, in the ſame manner, as you would have done if the party on whom the Bill was drawn had been Living, and had not paid it at the time.

Party dead to whom payable.

IF the party to whom a *Bill of Exchange* is made payable be dead at the time when it falls due, and that his Executor, or Adminiſtrator, have not yet proved the Will, or taken out Letters of Adminiſtration, yet nevertheleſs you muſt not omit to make demand of the money at the juſt time limited in the Bill; And if you offer Security to ſave harmleſs againſt the Executors, and Adminiſtrators of the ſame party deceaſed, and that it be refuſed, you muſt Proteſt for non-payment.

Bill

Bill without Aſſignment.

IN like manner, if you have a *Bill of Exchange*, ſent to you to get to be accepted, payable to another man, and (the Bill being accepted and due) you have not an Aſſignment on the Bill from the party to whom it is payable, ordering it to be paid unto you according to cuſtom of Merchants, you muſt make demand of the money upon that accepted Bill without an Aſſignment, and you muſt offer to give Security to ſave harmleſs againſt the party to whom the Bill is made payable, and all others: And if your proffer be refuſed, you muſt Proteſt for non-payment.

No ſuch man to be found.

IF your *Bill of Exchange*, be directed (ſuppoſe) to *Nathaniel Q.* Merchant in *London*, and that you ſhall have enquired on the *Royal Exchange*, and other parts of the City for ſuch a Merchant, and ſhall not be able to find him out, or any body that knoweth him, or that indeed there be not any ſuch man of that name in *London*, then you muſt carry your Bill to a Notary publick, and he muſt Proteſt thereupon in due form.

No body at Home.

IF when a *Bill of Exchange* is ſent you to get accepted, and there be no body at home at the Houſe, or place of Aboad of the party on whom the Bill is drawn: Or if when your Bill is due you cannot meet with the party at Home, nor any body elſe on his behalf to pay the money, you muſt cauſe Proteſt to be made, either for non-acceptance, or for non-payment, at his dwelling Houſe, or Lodging, in his abſence, which is as effectual, according to the known Law of Merchants, and the Rules of Equity, (being made in ſeaſonable time) as if the ſame had been made ſpeaking to him in perſon, for you cannot be bound (it being beyond your power) to make the party on whom the Bill is drawn to abide at Home, but in reaſon he is bound to attend his own buſineſs at ſeaſonable Hours, and it concerns him to keep a good correſpondency with his own Friends, eſpecially in matters of *Bills of Exchange*, whereof he cannot be ignorant.

No avoiding a Proteſt.

AND the truth is, if no Proteſt could be made legally, but in ſpeaking to the party himſelf, a Proteſt might be prevented at pleaſure: But it lies not in the power of the party on whom a Bill is drawn to hinder the proteſting of the Bill, if not by him accepted and paid according to the tenour thereof.

Figures and Words diſagreeing.

A *Bill of Exchange*, though written in few words, and contained in a ſmall piece of Paper, yet is of great weight and concernment in point of Trade between Merchant and Merchant, and therefore ought to be written very plain and legible, and without any blots, or mending, or altering of any word thereof, that ſo there may not ariſe any doubt or ſcruple in the payment thereof: And therefore it is that uſually Merchants do write the Sum that is to be paid, as well in Figures as in words at length, as you may obſerve by the ſeveral forms of *Bills of Exchange* contained in this Treatiſe; And if it ſo fall out, that through unadviſedneſs, or errour of the Pen, the figures of the Sum, and the words at length of the Sum that is to be paid upon any *Bill of Exchange* do not agree together, either that the Figures do mention more, and the words leſs, or that the Figures do ſpecifie leſs, and the words at length more, in either, or in any ſuch like caſe, you ought

ought to obſerve and follow the order of the words mentioned at length and not in Figures, until further order be had concerning the ſame, becauſe a man is more apt to commit an errour with his Pen in writing a Figure than he is in writing of a Word: And alſo becauſe the Figures at the top of the Bill do only, as it were, ſerve as the contents of the Bill, and a Breviat thereof, but the words at length are in the body of the *Bill of Exchange*, and are the chief and principal ſubſtance thereof, whereunto ſpecial regard ought to be had; And although it may ſo fall out that the Sum mentioned in Figures in the Letter of Advice, and the Sum mentioned in Figures in the *Bill of Exchange* do agree, yet if the Sum mentioned in words at length in the ſame Bill do diſagree, you ought to follow the Order mentioned in words at length in the Bill, and not the Order in figures, for the reaſons before alledged.

A Name mended or interlined.

IF it chance that the name of the party, to whom a *Bill of Exchange* is made payable, be mended or interlined in the Bill, and that the ſame be accepted by the party on whom it is drawn, (though it is an errour, and juſtly to be reproved, eſpecially in Merchants) which indeed ſeldom doth happen, yet nevertheleſs the ſame cannot be a ſufficient excuſe for the party that hath accepted it, or any legal warrant for him to refuſe or deny the payment thereof at the time unto that party whoſe name is mended or interlined in the Bill, or unto his order by his Aſſignment, if the Bill was ſo mended before it was accepted, and be made payable to him or his Aſſigns, for he could not chooſe but have taken notice of the errour when he accepted the Bill, and ought to have ſatisfied himſelf therein before he accepted it: If he ſay, it hath been mended or interlined ſince he accepted it, he muſt prove that.

Bill payable poſitively to ſuch a man.

BUt if the Bill be made payable poſitively to ſuch a man, and not to ſuch a man, or his Aſſigns, or Order, then an Aſſignment on the Bill will not ſerve the turn, but the money in the ſtrictneſs of the Letter muſt be immediately paid to ſuch a man in perſon, and he muſt be known to be the ſame man mentioned in the *Bill of Exchange*, that ſo the money may not be paid to a wrong party, and ſo the Acceptor forced to pay it twice. And if the Bill be made payable poſitively to ſuch a man as hath been ſaid, ſuch a mans Name written on the backſide of the Bill in blank, is no ſufficient warrant for another man to come (as in his name) to receive the money, but the man himſelf, to whom the Bill is payable, muſt appear in perſon.

Bill without direction.

IN caſe a *Bill of Exchange* do come without a direction on it, that is to ſay, if it be not directed to any man, only the Drawer hath ſet his Name to it, but hath omitted to direct it to the party on whom he intended to charge it; yet if in the Letter of advice to the friend to whom the Bill is payable, or to whom it is ſent to get accepted, the Bill is there mentioned to have been drawn on ſuch a man, naming a mans Name; this friend to whom the Bill is ſent, ought to preſent the Bill to that man, to be accepted, according to that advice: And in caſe that man ſhall refuſe to accept it, becauſe there is no direction upon the Bill unto him, the party to whom the Bill was ſent ought to make Proteſt for non-acceptance, for he proteſteth againſt the Drawer in not having taken ſufficient care that the Bill might be accepted by ſome body according to cuſtom, and the Drawer is juſtly to bear the charges thereof for his omiſſion and overſight, though I cannot ſee but if the party to whom the Bill is preſented, to be accepted, have likewiſe advice thereof,

and

and ſufficient ground or reaſon to have accepted it, if the Bill had had a direction on it to himſelf, he may upon ſufficient ground accept the Bill upon that advice, although the direction on the Bill to him be omitted; but it muſt be confeſſed it is an overſight, and an errour in the Drawer, in omitting to direct his *Bill of Exchange*; and if his friend do ſuffer it to be Proteſted, I conceive, he ſhall have ſufficiently corrected him for his errour.

The Drawer repays the value upon Proteſt.

IF a *Bill of Exchange* be made payable to one man, for the value received of another man, and the party on whom the Bill is drawn hath accepted the Bill, but at the time when it falls due he faileth in the payment, and hereupon Proteſt is made, and by vertue of that Proteſt the party which delivered the value doth recover ſatisfaction of the Drawer; I ſay, in this caſe the Drawer is freely diſcharged againſt the party, or parties, to whom the ſaid Bill was made payable, either immediately in the Bill, or mediately by Aſſignment, or Aſſignments, were they never ſo many on the Bill; So that neither he to whom the ſaid Bill was firſt made payable, nor any other, to whom the ſaid Bill ſhall be aſſigned in any manner whatſoever, ought to moleſt or trouble the Drawer, or legally, according to the Law of Merchants, can ſue or proſecute the Drawer, he having already repayed the money to the right party, whoſe receipt and diſcharge for the ſame is a ſufficient releaſe againſt all further trouble which may happen to be made upon him by any body whatſoever; Neither can he to whom the Bill is firſt made payable (if but an Aſſign of the Deliverer) proſecute the Acceptor (after the Drawer hath given ſatisfaction to the party which delivered the value) no more than my Aſſign can proteſt and proſecute a Surety upon a Bond made payable unto me, or my Aſſigns after that I ſhall have received ſatisfaction from the principal; for although I muſt confeſs, in this caſe the Acceptor is not totally diſcharged, for it is ſuppoſed he did accept the Bill by order of the Drawer, or for ſome other account, to whom therefore he muſt be reſponſible: Yet in reference to the party that delivered the value firſt, and the party to whom the Bill was payable (ſuppoſing himſelf to be but an Aſſign of the Deliverer) the Acceptor doth but confirm what the Drawer hath done, and the Drawer having made refaction to the Deliverer, the Acceptor is likewiſe diſcharged againſt the Deliverer, and againſt the party to whom the Bill was firſt payable, (if he be but an Aſſign) but the Acceptor, by vertue of his acceptance, makes himſelf debitor, and is ſtill liable to the Drawer, or to the account for which he accepted the Bill, until ſatisfaction be given.

Letters of Credit.

THe chiefeſt means of Correſpondency and Trade between Merchant and Merchant from one Place or Country to another, doth conſiſt, and is born up by Letters miſſive from the one to the other; which Letters, if not countermanded, are binding, and may ſerve for ſufficient proof according to the Law of Merchants, in caſe of diſpute; and therefore it is that Merchants do uſually keep Copies of their Letters which they do write to their Correſpondents, thereby to know what order they do give in their affairs, and whereunto they are bound; and theſe Letters have divers and ſeveral appellations, though they ſerve all for advice and order, yet ſome are more particularly called Letters of Commiſſion, others Letters of Advice, others are called Freight-Letters, and others Letters of Credit: Letters of Commiſſion are for buying or ſelling of Goods, freighting Ships, taking up Money, or remitting Money by Exchange, or the like; Letters of Advice are ſuch which I write to my Friend, Servant, Correſpondent, or Principal, adviſing them of Monies drawn or remitted by Exchange; Freight-Letters are ſuch which are written upon the freighting, or taking to freight, any Ship or Veſſel, or any Tunnage thereof, informing what Tunnage is taken to freight, and what freight is to be paid

for the ſame; Letters of Credit are properly ſuch which are written to furniſh Monies by Exchange upon the Credit of him that writes the Letter: Theſe Letters of Credit (in regard they do more immediately concern the Credit and Honour of the party which doth write the ſame, ſuppoſing him to be a Merchant, or Trader, whoſe chief and beſt ſubſtance is his Credit) muſt needs be held of moſt concernment, and moſt binding by, or from the party, or parties, that do underwrite or ſubſcribe the ſame, unto the party or parties to whom they are directed, or who are concerned therein; In caſe he or they ſhall comply therewith, becauſe thereby the Credit of him which underwrites the Letter is vindicated, and his Honour, Repute, and Eſteem much manifeſted. Now Letters of Credit, for the furniſhing of Monies by Exchange, are of two ſorts, the one general, the other ſpecial: The general Letter of Credit is, when I write my open Letter directed to all Merchants and others that ſhall furniſh Monies unto ſuch and ſuch Perſons upon this my Letter of Credit, wherein, and whereby I do bind my ſelf, that what Monies ſhall be by them delivered unto the party, or parties, therein mentioned, within ſuch a time at ſuch and ſuch rates, (or in general terms at the Price Currant) I do thereby bind my ſelf for to be accountable and anſwerable for the ſame to be repaid according to the Bill, or *Bills of Exchange*, which upon receipt of the money ſo furniſhed ſhall be given or delivered for the ſame; and if any money be furniſhed upon ſuch my general Letter of Credit, and *Bills of Exchange* therefore given, and charged, drawn, or directed to me, although when the Bills come to hand, and are preſented unto me, I ſhould refuſe to accept thereof, yet (according to the cuſtom of Merchants) I am bound and liable to the payment of thoſe *Bills of Exchange*, by virtue and force of ſuch my general Letter of Credit, becauſe he or they which do furniſh the money, have not ſo much (if any) reſpect unto the ſufficiency or ability of the party which doth take up the Money, as unto me who have given my Letter of Credit for the ſame, and upon whoſe Credit meerly thoſe monies may be properly ſaid to have been delivered; The Special Letter of Credit is, when a Merchant, at the requeſt of any other man, doth write his open Letter of Credit, directed to his Factor, Agent, or Correſpondent, giving him order to furniſh ſuch, or ſuch a man by name with ſuch or ſuch a Sum of Money, at one or more times, and charge it to the account of the Merchant that gives the Letter of Credit, and takes *Bills of Exchange*, or Receipts, for the ſame; particular Letters of Credit are uſually writ and ſubſcribed with the own hand of the Merchant that grants them, wherein it is very expedient, (as well for the certainty of him that is to furniſh the Monies, that he may be ſure the Letters come directly from the Merchant, and ſo that his credit may not ſuffer through any dilemma or demur in compliance, by reaſon of any doubt which may be of the reality of the Letter, as for the plain meaning and obligation of the Merchant himſelf to be reſponſible for the ſame) that the Merchant do mention or recite ſome thing or other particularly which hath happened in ſome former affairs or dealings, or which is yet depending between them, or at leaſtwiſe the date of his laſt Letter. Now in the General Letter of Credit, he that writes it doth make uſe of his Credit for his own account and concernments in his way of Trade, and therefore there need no more than his Letter of Credit to make him liable to repay what ſhall be ſo furniſhed; But in the particular Letter of Credit, he that writes the Letter doth it not to make uſe of the monies himſelf, or to be imployed for his own uſe, but for the uſe and accommodation of ſome other man, at whoſe requeſt he is willing and doth write his Letter of Credit; and therefore it is very expedient and ordinary for him, at whoſe intreaty the Letter is written, at the writing, and upon receipt thereof, to give ſecurity by Bond, or otherwiſe, unto the Merchant that gives the Letter of Credit for repayment unto him, his Executors, or Aſſigns, of all ſuch monies as ſhall be received by virtue of the ſaid Letter of Credit; for the Merchant by his Letter ſtands ſufficiently bound to his Correſpondent, and therefore it is no more but reaſon that he for whom the Letter is granted ſhould give (as it were) his Counterbond for repayment. The *Bills of Exchange*,

which

which are to be made for monies taken up by Letters of Credit, do run in the ordinary form of *Bills of Exchange*, whereof I have set down several towards the beginning of this Treatise; As for the form of the General Letter of Credit (in regard each man knoweth best his own occasions inducing him thereunto, whereof the Letter must chiefly consist) I shall wave it, and will only set down a form of a particular Letter of Credit, which may run in these, or the like words:

Laus Deo, *in* London *this* 29 *of* February, 1654.

Mr. *William M.*

SIR, My last unto you was of the 12th of *January*, wherein I wrote you what needful in answer to yours of the seventh of the same month; This serves chiefly to desire you to furnish and pay unto Mr. *John G.* English Gentleman, to the value of two thousand Crowns at one or more times, according as he shall have occasion, and desire the same of you, taking his Receipt, or *Bills of Exchange*, for the monies which you shall so furnish him with, and put it to my account, and this my Letter of Credit shall be your sufficient warrant for so doing, *Vale.*

Yours

To Mr. *William N.* Merchant at *Paris.*

Thomas P.

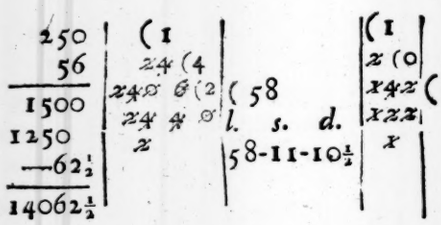
Such a Letter as this is to be delivered open unto the party that is to make use thereof, but then the Merchant that writes this Letter of Credit doth usually give notice thereof in, or by, his next Letters which he shall write to his friend to whom it is directed, who having paid the monies, and taken receipt, or *Bills of Exchange* for the same, must send them back to the Merchant that gave the Letter of Credit, for him to demand payment thereupon of those that of right shall appertain, according to reason.

Put Bill in Letter-Case as Almanack.

IN regard *Bills of Exchange* (though of great concernment) are ordinarily written upon small pieces of Paper of about three or four Fingers broad, which by reason thereof are the more subject to be lost, especially if you carry them loose about you; Therefore I would advise you (for prevention thereof) to keep a Letter-Case, or (which is better) a Pocket-Almanack, or small Pocket Paper-Book with Clasps, and put your *Bills of Exchange* therein, that so they may be kept clean and whole, and less subject to be lost.

How to bring French Crowns into Sterling Money.

IF you have a *Bill of Exchange* sent you from *France*, the money to be received in *London*, and your Bill be remitted to pay so many Crowns, at such, or such a price, as it is usual so to do; To know how much you must receive herein Sterling Money, you must first bring your French Crowns into Pence Sterling, at the price or rate set down in your Bill, and then bring your Pence into Pounds, and you will have your desire: As for Example, If your Bill be drawn to pay 250. Crowns at 56¼*d. per* Crown, first multiply the 250 Crowns by 56¼*d.* and it will make 14000 Pence, whereunto add for the ¼ 62 ½ Pence (because 62 ½ is the ¼ part of 250) and it will make 14062 ½ *d.* Sterling, and divide the 14062 by 240 *d.* (because 240 *d.* makes a Pound Sterling) and it will produce 58 Pounds Sterling, and there will remain 142 Pence, which divide by 12 *d.* and it will make 11 Shillings, and there will remain 10 *d.* then add the ½ *d.* remaining of your multiplication, and it will be together 58: 11: 10½. As for Example, thus:



By the ſame rule you may reduce Ducats, Dollars, and Pieces of Eight into Sterling Money, when you know how many Pence ſterling the Ducat, Dollar, or Piece of Eight is valued at for the Exchange thereof; but becauſe this doth more properly belong to the Art of Arithmetick, whereof divers able men have already put forth ſeveral Treatiſes, as well in *French* as in *Dutch*, and alſo in *Engliſh*, ſome whereof have come to my hands, therefore I ſhall not proceed any further herein; It ſufficeth, that what I have here, in this preſent Treatiſe declared, is warrantable according to the Law of Merchants, and enough to guide any in the Trade of Exchange beyond what hath ever hitherto been publiſhed by any, which I will aver and juſtifie.

Directions concerning the two enſuing Tables.

THe firſt Table is for any year except Leap-year: The ſecond Table is only for Leap-year, which happens every fourth year, as namely, *Anno* 1656. 1660. 1664. *&c.*

In the firſt Column of either of thoſe Tables I have put the new ſtile (or the Roman Account) of the days in the year, in regard it is ten days before our Engliſh Account; And I have placed the Engliſh Account, or old ſtile in the ſecond Column, and ſo again the new ſtile in the third Column, and our Engliſh ſtile in the fourth, and ſo forward from the Left-hand towards the Right-hand, every odd Column which hath the month named at the top thereof is the new ſtile Account, and every ſecond or even Column, which hath not the month writ at the top is the old ſtile Account: as you may perceive thereby, in that the months do begin juſt ten days after they are begun by the new Account: And in both of theſe Tables I have exactly counted day for day, and ſet them ſide by ſide, upon an equal and ſtreight line from the Left-hand to the Right-hand, from new ſtile to old ſtile for every day in the year; Leap-year conſiſting of 366 days, and the ordinary years of 365 days; each ſtile agreeing with the other, even to the very ſame day of the Week.

By theſe Tables may exactly be known when *Bills of Exchange*, made payable at Uſance, or Uſances, will fall due from new ſtile to old ſtile: Thus, a Bill dated the firſt of *January* 1655. new ſtile, payable at double Uſance in *London*, to know when this Bill is due, firſt I enter the firſt Table, and find the firſt of *January* new ſtile to be the 22 of *December* old ſtile, which is the date of the Bill, then I go ſtreight along the ſame Line, and in the fourth Column towards my Right-hand, I find 22 (which is the 22 of *January*) that is one Uſance, and yet along the ſame Line, in the ſixth Column, I find 19. which is the 19 of *February*, being the day on which the Bill is due: Again, a Bill dated the 8th of *January* 1665. new ſtile, payable at double Uſance, having firſt found the date in the firſt Table, I go ſtreight along the ſame Line from the 8th of *January* on my Left-hand to the ſixth Column towards my Right-hand, where I find 26 of *February* old ſtile, on which day the Bill will fall due; in like manner, a Bill dated the tenth of *January* new ſtile at Uſance, will be due the 31 of *January* old ſtile, and payable at double uſance will be due the 28 of *February* old ſtile, if not in Leap-year; but if it be

in

in Leap-year, then I make uſe of the ſecond Table ſerving for Leap-year, and I do there find that a Bill dated the firſt of *January* at double Uſance, will be due in *London* the 20 of *February* old ſtile. Item a Bill dated in Leap-year the 8 of *January* new ſtile at double Uſance will be due the 27 of *February* old ſtile; And a Bill dated the tenth of *January* new ſtile at double Uſance will be due the 29 of *February* old ſtile; And ſo of any other date of *Bills of Exchange* payable at any Uſances, or Uſance, and half, or the like, firſt find out the date of your Bill in the Tables, and then look ſtreight upon the ſame Line every other Column towards your Right-hand, you will find the Uſances, or Uſance, ſet down according to the *Engliſh* Account, and for a half Uſance you muſt always reckon fifteen days forward; Theſe Tables are ſo exactly made, that they cannot deceive any, but may ſerve as a competent Judge in reſolving many Doubts, Scruples, and Queſtions which may be made between party and party, concerning the preciſe day on which any *Bill of Exchange* will fall due, as aforeſaid; which in regard (as I conceive) it is plainly ſet down in each Table, therefore I ſhall forbear any further Explanation thereof.

An Almanack, or Table, whereby to know the just Date of Bills of Exchange in any Year (except Leap-Year) for ever.

Stilo Romano, Stilo Novo, or *New Stile.*	Stilo Angliæ, Stilo veteri, or *Old Stile.*	Jan.	Fe.	Ma.	Ap.	May	June
1	22	1	1	22	1	19	1	22	1	21	1	22
2	23	2	2	23	2	20	2	23	2	22	2	23
3	24	3	3	24	3	21	3	24	3	23	3	24
4	25	4	4	25	4	22	4	25	4	24	4	25
5	26	5	5	26	5	23	5	26	5	25	5	26
6	27	6	6	27	6	24	6	27	6	26	6	27
7	28	7	7	28	7	25	7	28	7	27	7	28
8	29	8	8	29	8	26	8	29	8	28	8	29
9	30	9	9	30	9	27	9	30	9	29	9	30
10	31	10	10	31	10	28	10	31	10	30	10	31
1	Ja. 1.	11	11	Fe. 1.	11	Ma. 1.	11	Apr. 1.	11	Ma. 1.	11	Jun. 1.
12	2	12	12	2	12	2	12	2	12	2	12	2
13	3	13	13	3	13	3	13	3	13	3	13	3
14	4	14	14	4	14	4	14	4	14	4	14	4
15	5	15	15	5	15	5	15	5	15	5	15	5
16	6	16	16	6	16	6	16	6	16	6	16	6
17	7	17	17	7	17	7	17	7	17	7	17	7
18	8	18	18	8	18	8	18	8	18	8	18	8
19	9	19	19	9	19	9	19	9	19	9	19	9
20	10	20	20	10	20	10	20	10	20	10	20	10
21	11	21	21	11	21	11	21	11	21	11	21	11
22	12	22	22	12	22	12	22	12	22	12	22	12
23	13	23	23	13	23	13	23	13	23	13	23	13
24	14	24	24	14	24	14	24	14	24	14	24	14
25	15	25	25	15	25	15	25	15	25	15	25	15
26	16	26	26	16	26	16	26	16	26	16	26	16
27	17	27	27	17	27	17	27	17	27	17	27	17
28	18	28	28	18	28	18	28	18	28	18	28	18
29	19				29	19	29	19	29	19	29	19
30	20				30	20	30	20	30	20	30	20
31	21				31	21			31	21		

Stilo Romano, Stilo Novo, or *New Stile.*	Stilo Angliæ, Stilo veteri, or *Old Stile.*	July	Aug.	Sepr.	Oct.	Nov.	Dec.
1	21	1	22	1	22	1	21	1	22	1	21
2	22	2	23	2	23	1.	21	2	23	2	22
3	23	3	24	3	24	2	22	3	24	3	13
4	24	4	25	4	25	3	23	4	25	4	24
5	25	5	26	5	26	4	24	5	26	5	25
6	26	6	27	6	27	5	25	6	27	6	26
7	27	7	28	7	28	6	26	7	28	7	27
8	28	8	29	8	29	7	27	8	29	8	28
9	29	9	30	9	30	8	28	9	30	9	29
10	30	10	31	10	31	9	29	10	30	10	30
11	Jul. 1.	11	Aug. 1.	11	Sept. 1.	10	30	11	Oct. 1.	11	Nov. 1	11	Dec. 1.
12	2	12	2	12	2	11	Oct. 1.	12	2	12	2	12	2
13	3	13	3	13	3	12	2	13	3	13	3	13	3
14	4	14	4	14	4	13	3	14	4	14	4	14	4
15	5	15	5	15	5	14	4	15	5	15	5	15	5
16	6	16	6	19	6	15	5	16	6	16	6	16	6
17	7	17	7	17	7	16	6	17	7	17	7	17	7
18	8	18	8	18	8	17	7	18	8	18	8	18	8
19	9	19	9	19	9	18	8	19	9	19	9	19	9
20	10	20	10	20	10	19	9	20	10	20	10	20	10
21	11	21	11	21	11	20	10	21	11	21	11	21	11
22	12	22	12	22	12	21	11	22	12	22	12	22	12
23	13	23	13	23	13	22	12	23	13	23	13	23	13
24	14	24	14	24	14	23	13	24	14	24	14	24	14
25	15	25	15	25	15	24	14	25	15	25	15	25	15
26	16	26	16	26	16	25	15	26	16	26	16	26	16
27	17	27	17	27	17	26	16	27	17	27	17	27	17
28	18	28	18	28	18	27	17	28	18	28	18	28	18
29	19	29	19	29	19	28	18	29	19	29	19	29	19
30	20	30	20	30	20	29	19	30	20	30	20	30	20
31	21	31	21			30	20	31	21	31	21		
						31	21						

An Almanack, or Table, whereby to know the just Date of Bills of Exchange from New Stile to Old Stile in Leap-Year for ever.

Jan.		Fe.		Ma.		Ap.		May		June	
1	22	1	22	1	20	1	22	1	21	1	22
2	23	2	23	2	21	2	23	2	22	2	23
3	24	3	24	3	22	3	24	3	23	3	24
4	25	4	25	4	23	4	25	4	24	4	25
5	26	5	26	5	24	5	26	5	25	5	26
6	27	6	27	6	25	6	27	6	26	6	27
7	28	7	28	7	26	7	28	7	27	7	28
8	29	8	29	8	27	8	29	8	28	8	29
9	30	9	30	9	28	9	30	9	29	9	30
10	31	10	31	10	29	10	31	10	30	10	31
11	Ja. 1.	11	Fe. 1.	11	Ma. 1.	11	Apr 1.	11	Ma. 1.	11	Jun. 1.
12	2	12	2	12	2	12	2	12	2	12	2
13	3	13	3	13	3	13	3	13	3	13	3
14	4	14	4	14	4	14	4	14	4	14	4
15	5	15	5	15	5	15	5	15	5	15	5
16	6	16	6	16	6	16	6	16	6	16	6
17	7	17	7	17	7	17	7	17	7	17	7
18	8	18	8	18	8	18	8	18	8	18	8
19	9	19	9	19	9	19	9	19	9	19	9
20	10	20	10	20	10	20	10	20	10	20	10
21	11	21	11	21	11	21	11	21	11	21	11
22	12	22	12	22	12	22	12	22	12	22	12
23	13	23	13	23	13	23	13	23	13	23	13
24	14	24	14	24	14	24	14	24	14	24	14
25	15	25	15	25	15	25	15	25	15	25	15
26	16	26	16	26	16	26	16	26	16	26	16
27	17	27	17	27	17	27	17	27	17	27	17
28	18	28	18	28	18	28	18	28	18	28	18
29	19	29	19	29	19	29	19	29	19	29	19
30	20			30	20	30	20	30	20	30	20
31	21			31	21			31	21		

July		Aug.		Sepr.		Oct.		Nov.		Dec.	
1	21	1	22	1	22	1	21	1	22	1	21
2	22	2	23	2	23	2	22	2	23	2	22
3	23	3	24	3	24	3	23	3	24	3	23
4	24	4	25	4	25	4	24	4	25	4	24
5	25	5	26	5	26	5	25	5	26	5	25
6	26	6	27	6	27	6	26	6	27	6	26
7	27	7	28	7	28	7	27	7	28	7	27
8	28	8	29	8	29	8	28	8	29	8	28
9	29	9	30	9	30	9	29	9	30	9	29
10	30	10	31	10	31	10	30	10	31	10	30
11	Jul. 1.	11	Aug. 1.	11	Sept. 1.	11	Oct. 1.	11	Nov. 1	11	Dec. 1.
12	2	12	2	12	2	12	2	12	2	12	2
13	3	13	3	13	3	13	3	13	3	13	3
14	4	14	4	14	4	14	4	14	4	14	4
15	5	15	5	15	5	15	5	15	5	15	5.
16	6	16	6	16	6	16	6	16	6	16	6
17	7	17	7	17	7	17	7	17	7	17	7
18	8	18	8	18	8	18	8	18	8	18	8
19	9	19	9	19	9	19	9	19	9	19	9
20	10	20	10	20	10	20	10	20	10	20	10
21	11	21	11	21	11	21	11	21	11	21	11
22	12	22	12	22	12	22	12	22	12	22	12
23	13	23	13	23	13	23	13	23	13	23	13
24	14	24	14	24	14	24	14	24	14	24	14
25	15	25	15	25	15	25	15	25	15	25	15
26	16	26	16	26	16	26	16	26	16	26	16
27	17	27	17	27	17	27	17	27	17	27	17
28	18	28	18	28	18	28	18	28	18	28	18
29	19	29	19	29	19	29	19	29	19	29	19
30	20	30	20	30	20	30	20	30	20	30	20
31	21	31	21			31	21			31	21

Short Inſtructions how to keep Merchants Books of Account, after the Italian *manner.*

1. *Money paid.*

WHen you pay any Money to any Body, make the Perſon Debitor, and the Account of Caſh Creditor.

2. *Money received.*

For Money received, make the Account of Caſh Debitor, and the Perſon of whom it is received Creditor.

3. *Goods bought for ready Money.*

When Goods are bought for ready Money, make the Account of Goods Debitor, and Caſh Creditor.

4. *Goods ſold for ready Money.*

When Goods are ſold for ready Money, make the Account of Caſh Debitor, and the Goods Creditor.

5. *Goods bought vt time.*

When Goods are bought at time, then make the Account of the Goods Debitor, and the Perſon of whom they are bought Creditor.

6. *Goods ſold at time.*

When Goods are ſold at time, then make the Account of the Perſon Debitor and the Goods Creditor.

7. *Goods bought one part at time, and the reſt for ready Money.*

Goods bought one part for ready Money, and the reſt at time, muſt be divided in two parts, namely, firſt, the Goods muſt be made Debitor for the whole Sum, and the Perſon of whom they are bought Creditor: Secondly, as much as is paid in ready Money, you muſt make the Perſon Debitor, and Caſh Creditor.

8. *Goods ſold one part for ready Money, and the reſt at time.*

Goods ſold one part for ready Money, the reſt at time, firſt you muſt make the Perſon Debitor for the whole ſum, and afterwards the Goods Creditor, then you muſt make the Caſh Debitor for ſo much as you receive in ready Money, and the Perſon Creditor for the reſt.

9. *Money paid for Goods before it be due.*

When you have bought any Goods at time, and afterwards you agree with the Perſon which ſold you the Goods to pay your Money before it be due, with rebating or diſcount, then you muſt make the Perſon Debitor as followeth, *viz.* to Caſh for ſo much as you pay him, and to profit and loſs for the rebatement, or allowance for the diſcount.

10. *Goods ſold in barter for others.*

When you ſell Goods in barter for others, then you muſt make the Goods which you receive Debitor to the Goods which you deliver.

Receive before you write, and write before you pay,
And ſo a good Account, be ſure to keep you may.

FINIS.

THE
Merchant's Mirrour:
OR,
DIRECTIONS
For the perfect Ordering and Keeping of his
ACCOUNTS.

FRAMED

By way of DEBITOR and CREDITOR, after the (ſo tearmed) *Italian-manner:* containing 250 rare Queſtions, with their Anſwers, in form of a Dialogue.

AS LIKEWISE

A *Waſte-Book*, with a compleat *Journal* and *Leager* thereunto appertaining; unto the which I have annexed Two other *Waſte-Books* for Exerciſe of the Studious: and at the end of each is entred the brief Contents of the *Leagers* Accounts, ariſing from thence.

AND ALSO

A *Month-Book*, very requiſite for Merchants, and commodious for all other SCIENCE-LOVERS of this famous ART.

Compiled by RICHARD DAFFORNE, *of* Northampton, *Accomptant, and Teacher of the ſame, after an exquiſite Method in the* Engliſh *and* Dutch *Language.*

J. vanden V.

Soo eenigh licht-beriſpend'-Man,
Myn werck veracht, off ſoeckt t'onteeren,
Die maecket beeter, Soo hy kan:
'Khebb' groote luſt noch meer te Leeren.

H. L. S.

Oordeelt iemant voor het Leezen;
Niet goet kan ſyn Oordeel weezen.

Leerende, leere ick.

The Contents are immediately prefixed before the Book.

LONDON,
Printed by *Miles Fleſher*, for *Robert Horne*, at the South entrance of the *Royal Exchange.* 1684.

TO THE

RIGHT HONOURABLE,

AND

Right Worſhipful

THE

GOVERNOURS,

AND

FELLOWSHIP

OF { *Merchants Adventurers of* England.
Engliſh Merchants for the Diſcovery of New Trades.
Merchants of Eaſt-land.
Merchants of England *trading into the* Levant *Seas.*
Merchants of London, *trading into the* Eaſt-Indies.
Adventurers of the City of London, *for a Trade upon the Coaſts, and In-lands of divers parts of* America.

RICHARD DAFFORNE ſo wiſheth your Underſtandings Illumination, in your Terreſtial Talents Adminiſtration, that with comfort you may hear the joyfull Sentence of your twice commended Service, *Matth.* 25. *Ver.* 21, 23.

Well done thou good and faithfull Servant, true,
Thou haſt been faithfull over things a few,
I'll make thee Ruler over many things,
Poſſeſs the joy of thy Lord, King of kings.

RIGHT HONOURABLE, *&c.*

After many years reſidence at Amſterdam *in* Holland, *I (upon the often importunate Letters of ſome Merchants, my very good Friends) reſolved to pitch the Tent of my abode in* London, *which being effected* An. 1630. *I then (after ſome reſt) ſet my courſe unto ſeveral Stationers ſhops; there gazing about me (as one reviving from a Trance, to view what the Laborious Artiſt had acted and divulged in Print (as other Nations) for the aſſiſtance of Merchandizing, wherewith* (bleſſed be the Great-All) *this Renowned City is throughly enterlac'd & adorn'd.*

But as a Shipper anchoring upon an unknown Iſle, *preſently perceiveth thoſe parts not to be inhabited, by the* Non-tillage, *or the like; even ſo (contrary to my expectation) I perceiving the number of Writers to be few, feared that love to this Art was likewiſe ſmall:* Seeing that good

Acceptance engendereth good Performance. *The truth of this I can* averr *with many Inſtances in ſeveral Authors*; *as* Eoreſtain, John Impen, Cloot, Mennher, Savonne, Nicholas Pieterſon, Rentergem, Marten vanden Dyck, Hoorbeck, van Damme, Wencelaus, Coutereels, Simon Stevin, John Willemſon, Waninghen, Paſſchier Gooſſen, *& divers others, whoſe Books are extant. By which may evidently be conjectured, that in thoſe times, & in their parts where they then publiſht their works, were found many* Science-lovers *that affected this Art*; *by whoſe allurements thoſe worthy Writers were induced to ſet Pen to Paper, endeavoring with their beſt gifts to ſatisfy the deſire of thoſe Art-deſirers.*

The Merchants of the Low-countries (of whom I can ſpeak in part) being generally enamoured of this Art, becauſe of it's Utility, allure their Teachers *to induſtry, by applauding their vigilancy*; *encouraging them (with the preſence of their Children and Servants in their Schools) daily to publiſh new queſtions*; *or at leaſt to revive the profitable Labours of ancient Authors, making them fit for our times.*

But we, alas, the ſmall love (pardon my truth-ſpeaking) that a great part of our Merchants bear to this Science, daunteth the Pen of Induſtry in our Teachers, *making them with a ſuſpective fear to doubt (and not altogether groundleſs) that the profit will not countervail their pains*; *by which means* Teachers, Merchants, *and therefore* Youth, *are linked in* Arts Enemies ſhakles.

What may be the cauſe of this Ignorance? Are our Teachers *ſo inſufficient? Or hath* Dame-Nature, *with her* Coadjutor *Induſtry, beſtowed her Benevolence more ſparingly upon our* Nation *than upon others? The laſt cannot be: for we can learn it exquiſitely abroad of other Nations (as multitudes can witneſs) why not at home? I anſwer as before, becauſe at home (for want of love to this Art) many* Merchants *are inſufficient* Preſidents *to their Servants, who by their* Documents *can be but* Equivalent Imitators. *Want of love to this Art is the cauſe why* James Peele, *and others that have written in Engliſh upon this ſubject, are known by* Name onely, *& not by* Imitation. *Yea, even the Memory of their* Names *dyeth, being there is no cauſe to commit their painful Labours unto the* Name-reviving *Preſs. How then ſhall our Youth attain unto this Art, but by frequenting abroad amongſt other* Nations? *And*

They being then at *Rome*,
Will do as there is done.

This ſtupidity cannot be imputed to our Teachers: *for if at home (as other people doe) we did by* Love *allure, and with* Reward *induce each other to Art by a competent Diſpenſation amongſt our ſelves, of that money which we beſtow abroad amongſt* Aliens, *then would our* Teachers *be vigilant, our* Land *adorned with this knowledge, and our* Youth *ſhould not need to be tranſported into other Countries for* Arts Documents.

Againſt which prepoſterous poyſon I have emboldened my ſelf *to prepare*

prepare this Antidote, *being by* Nature *obliged to offer up part of the* Widows Mite *of my knowledge unto the* Land *of my* Breaths-firſt drawing.

Divers are the humours of men; therefore there is but ſmall Probability to pleaſe all: yet to endeavour a general ſatisfaction is unblameable.

My intent is not to preſcribe theſe Principles *as fully ſufficient, though for their* Number *approveable: for time at preſent doth not yield permiſſion to impart what my Affection deſired, and Will determined to divulge; but theſe are Allurements only, to ſtir up the better experienced to amend what I (through want of Art) have not ſo compleatly handled as I deſire and it deſerves, being an Art (ſaith* Simon Stevin *in his Princely Book-keeping,* fol. 7. & 12.) *worthy to be numbred amongſt the* Liberal *Sciences. But I already hear Objections againſt the* Firſt, *and* Second *Waſte-books; that therein are exerciſed ſome accounts, which are altogether needleſs here in* England: *as is the* Bank-Account. *I grant it to be an Account not uſefull in our Kingdom; but that the knowledge thereof ſhould be un-uſefull to this Arts-Learners, I deny. True it is, that by* Birth *we are* Circumferenced with the Ocean; *but the* Great-All *hath not ſo ſtrictly limited us within the Bounds thereof, that we are abridged from the* Converſation *and Enter-courſe of Merchandizing with foreign Nations, as well by their frequenting of our Borders, as we commercing with them in the Body of their Countries. And when our Merchants (Old, or Young) trade with them in their places,* muſt not they learn to be acquainted with their Phraſes *uſed among them concerning Commerce? Of which* Banck *is none of the leaſt in ſeveral places in* Europe, *unto which our Engliſh Merchants have their Concourſe. And muſt the advertiſement of the* Courſe *thereof (before we come to the actual exerciſe) be a* Blemiſh, *and accounted as a needleſs thing in my Book?* Right Worſhipfulls, *behold the Rancor of black Envy, that endeavoureth to have us ignorant of Martial affairs, untill we come to the point of Battel. The like Objection is alledged againſt my entring of an Account of* Time *and* Ready-money. *What if we have them not in uſe amongſt our ſelves? Let us caſt up our accounts with other* Nations, *and (to our coſt) they will teach us how to frame an account of* Time *and* Ready-money, *if our* Factor, *or* Correſpondent *be in disburſe for us any quantity of money, and for time worth the reckoning, as experience hath ſhewed me in many paſſages. And what then? Muſt not we ſeek the aid of ſome experienced to aſſiſt us? becauſe we regarded not the Documents of them (at home) that endeavoured to inform us of the* Manner *and* Matter. *What* Amercement *doth not this* Diſdain-worthy *wilfull Ignorance merit?*

Again, the keeping of an account of time and Ready-money (ſay they) may be avoided with an account Currant, *or a* General account, *upon which is entred matters* Bought, Sold, Drawn, Remitted, Given, *or* Taken *upon Depoſito, and the like: of which manner I am no way ignorant. But let us come to the Period, or Foot of that* General account, *and there the Concluſion ſheweth that I am* Debitor *to another, or the* Contrary: *how ſhall I find the* Ready-money *that at preſent I am to* receive *or* pay *upon that account? To make this apparent, an imaginary account may be framed as this:*

		Anno 1635.	L.	sh.	d.
		John Knol, his General-account, Debitor.			
	10	*April*, for Wares bought, due 27. of *September* next——	500	—	—
	8	*June*, for an Exchange remitted for him this day by his order——	768	—	—
	3	*August*, for an Exchange drawn upon me, due the 27. of the next month——	687		
	25	*October*, for Depoſito money lent unto his friend by his order, for 4 months, is with forbearance——	1026	13	4
	14	*December*, for an Exchange drawn, due the 29. preſent—	300	—	—
	31	*Dito*, for Intereſt of L. 768. from the 8. of *June*, are $6\frac{3}{4}$ months, producing at 8. *per Cent.* to——	34	11	2
	—	*Dito*, for Intereſt of 1187. L. being L. 500. the 10. of *April*, and 687. L. the 3. of *Auguſt*, are 3 months——	23	14	10
		Sum L.—	3339	19	4

			L.	sh.	d.
1635.		*John Knol*, Debitor.			
	31	*December*, for Balance of the above-ſtanding account--	1070	14	8
	—	*Dito*, for a Debt made the 5 of *May*, but not received, being——	400	—	—
		Sum L.—	1470	14	8

		L.	sh.	d.
	Contra Creditor.			
25	*March*, for an Exchange drawn by me at 3. *usos*, according to his order: due the 4. of *July* their stile——	700	—	—
5	*May*, for Wares sold, due the 30. of *October* next——	400	—	—
19	*July*, for an *Exchange* remitted me, due the last of *September* next——	500	—	—
30	*September*, for Interest money taken up by his order, to be repaid the first of *February* next——	620	—	—
31	*December*, Interest of 700. L. the 25. of *March* are $5\frac{3}{4}$ months, at 8 *per Cent* produce——	26	16	8
—	*Dito*, for Interest of L. 500. and L. 620. for 3 months, are--	22	8	—
—	*Dito*, for Balance hereof, due to me when all Debts are received, and paid——	1070	14	8
	Sum L.—	3539	19	4

1635.		L.	sh.	d.
	Contra, Creditor.			
31	*December*, for Money lent by his appointment unto his friend the 25. of *October*, not due, ——	1026	13	4
—	*Dito*, due to me in Ready-money——	444	1	4
	Sum L.—	1470	14	8

But

But what name *ought this ſecond account to bear?* His General account *is an improper Nomination: for here he is made a* Debitor *for that which he properly ought to be a* Creditor; *and the contrary thereof. Shall the name be called*

His Reforming *Account?*

Or,

His Separating *Account?*

Or,

His Diſ-uniting *Account?*

Surely one of thoſe Names the Child muſt bear. For being that Money, *and* Time *are confuſedly entermixed together,* Reforming *is requiſite. And ſeeing that they were annexed or knit to each other in an obſcure form, this* Diſ-uniting *of the* General account *doth compendiouſly* unite *Time to Time account, and Ready-money to Ready-money account; as will appear by the beginning of this third form: ſo that they (will, or nill) are at the* up-ſhot *of the General account neceſſitated to frame an account of* Time, *and* Ready-money *in ſubſtance, although (alooſe off) they obſcure it under another Name. But becauſe the Beginners are un-acquainted with the Ordering of ſuch accounts, I intend in brref to enter the Journal parcells that cloſe up the firſt, frame the ſecond, and open the third Account.*

2./1. *John Knoll* his *Reforming* account, *Debitor* to *John Knoll* his old General account, L. 1070. 14. 8. d. for the foot of that account, due to me, as it enter-mixedly ſtandeth the 31. of *December*, being——L. 1070. 14. 8.

2./3. *John Knoll* his *Reforming* account, *Debitor* to *John Knoll* his new General account L. 400.—.—. d. for a Debt of ſold wares made the 5 of *May* laſt, and not received, being——L. 400.—.—

3./2. *John Knoll* his new General Account, *Debitor* to *Dito* his Reforming account, L. 1026. 13. 4. d. for Intereſt-money, by his order lent unto his Friend the 25. of *October*, at 4. months, being—L. 1026. 13. 4.

3./2. *John Knoll* his new General account, *Debitor* to *Dito* his Reforming account, L. 444. 1. 4. d. due to me in Ready-money to draw at pleaſure, being——L. 444. 1. 4.

Nota, *Theſe two laſt ſums might have been joined in one, if the Beginner could ſo apprehend them.*

The third FORM.

John Knoll his new General account, Debitor.	*Contra*, Creditor.
1635. 31. *December*, for money upon time——L. 1026. 13. 4.	1635. 31. *December*, for a Debt not received——L. 400.—.—
Dito, for Ready-money now due——L. 444. 1. 4.	

This

This is onely a touch, to ſhew that at the up-ſhot *of each General account the form muſt in ſubſtance be drawn to an account of* Time, *and* Ready-money, *albeit they ſtrive to obſcure the Title.*

Yet more rubbs: *The word* Repertition *is not uſed in my Book, as* James Peele, *and many Merchants do; which would much* abridge *the prolixity of my Journal paſſages. True it is, I have not uſed that word* Repertition *ſince Art-diſcerning hath befriended me. Concerning* James Peele, *I peaceably paſs him, in reſpect of the antiquity of his Work, and long interred Body. As for that word* Repertition *uſed at preſent among Merchants, I ſay, that an* Experienced Merchant *is not confined to the ſtrictneſs of School-rudiments, they being the main Tenour of this Book, as by the Title thereof appeareth in theſe words:*

Directions for the perfect Ordering, and Booking of his Accounts.

Note, *the Title ſaith not,* For the abridgement of his accounts, *becauſe a Merchant muſt govern his Books as the Circumſtances of his Traffick requireth. True it is, the ground-knowledge of Book-keeping is in it ſelf the ſame: but the words and manner of entrances are derived from the Trafficks form, though in all, the words* Debitor *and* Creditor *are uſed. But whoſoever endeavoureth to confine* Me *to uſe the word* Repertition *in this Book, laboureth to enduce me to enter ſuch imaginary Titles in my Journal, that neither are entred into* Kalendar, *nor* Leager. *Look into the* Kalendar *or* Leager *of* James Peele, *and ſee if in either you find a Title termed* Repertition: *neither can you find any in the Merchants* Kalendar, *or* Leager; *therefore is the Title* Repertition *a forged Title. For this is a certainty, that* ſuch Title words as each Journal parcel beareth, ſuch words ought to be entred in the Kalendar, and Leagers Titles. *Other Objections at preſent I intend to paſs, making my Concluſion with another's words,*

Heart, take thine eaſe; men hard to pleaſe
thou haply might'ſt offend:
Though one ſpeak ill of thee, ſome will
ſay better. There's an END.

Your Affectioned with his

beſt Endeavours

R. D. *of* Northampton.

RALPH HANDSON ACCOMPTANT,

Touching the

AUTHOUR

AND HIS

WORK.

HOw neceſſary and profitable the excellent Art of keeping Accompts by way of Debitor and Creditor is, all thoſe who are experienced therein can abundantly witneſs; as the Inſtructions and Examples in this Book, yea, the whole work itſelf doth ſufficiently manifeſt. For this is that Art, or *Rule of Equality*, that *reſtoreth to one* juſt as much as it *taketh from another*, without partiality: as I have ſaid in the beginning of the Notes to a Book publiſhed *Anno* 1632. by one *John Carpenter*, part of which Notes I had collected out of *Henry Wanninghen* in French, for mine own uſe; but they were ſurreptitiouſly gotten from me, and with them and other Mens Examples, a Book of Accompts is patcht up, and printed for an exact one, *without my privity*. It is true that divers have well written of this Subject in *Italian*, *French*, *Spaniſh*, *Dutch*, and in *Engliſh*; Maſter *James Peele*, a Citizen of *London*, is no way inferiour to the reſt: but we are more addicted to extoll the works of Strangers, than thoſe of our own Country.

Wherefore, having peruſed over this work of the Authour's in our own Language, I cannot but give him his due Commendations, who hath taken ſo much pains for the benefit of our Country, and of ſuch as are deſirous to learn this Art after his Method.

I know, that he that ſubmitteth himſelf to the Preſs, is ſubject to every Man's cenſure, whom it is hard to pleaſe; for ſome will find fault with the prolixity, others with the brevity: ſome like not the matter, others diſlike the manner; ſuch variety and mutability are in the minds of Men, that they are apt to contradict what is well done by others, but produce nothing of their own. For my part I am well ſatisfied both of the matter and manner, (although it be not altogether in practice with us) and do wiſh, that there were many others of our Nation that would attempt the like; and then peradventure they would find

find more difficulty in framing a deviſed work to inſtruct others, than in performing a real Account in matter of fact.

If any ſhall receive benefit by this Work, let him thank the Authour; if he ſhall diſtaſte any thing therein, let him either friendly advertiſe him thereof, or produce one of his own: And in all things give the Glory to God, who hath given us ſo liberal gifts. For according to the ſaying of that learned Maſter *Henry Briggs*, *Deus nobis uſuram vitæ dedit, & ingenii tanquam pecuniæ, nulla præſtituta die.*

Thus Engliſhed:

Our Life and Underſtanding given is
By God, to uſe (as Money) not amiſs;
How long t' enjoy it none knows better
Than he that made us firſt his debtor.

R. *H.*

TO

TO THE

READER,

Concerning the

AUTHOUR

And USE of his

WORK.

MErchants Accounts, after that moſt excellent form of Debitor *and* Creditor, *are ſo ſeldom publiſhed in print (eſpecially in our Engliſh Language, and by Men of Ability) that having heard from thoſe of Judgment the Authour's great pains taken therein, I was very deſirous to peruſe the Work; wherein I found the former Relations verified. And howbeit, therein may be ſome paſſages that are not in uſe with us, yet cannot the knowledge thereof be prejudicial to any; becauſe our young Merchants are tranſported beyond Seas, where ſuch Accounts are much in uſe: therefore the knowledge of the ſame is very requiſite for them. Again, haply ſome will ſay, that more brevity might have been uſed by handling the Accounts of* Repertition; *yet that is not the general received opinion. Where variety is, there it ſtandeth in each mans choice, to take what he beſt affecteth, or which ſhall be of moſt uſe. In this Book is to be noted, that the ſcope of its divulging is for Inſtruction of ſuch as deſire to learn; or having learned ſome one or two ways, deſire to ſee the event of other varieties in ſeveral forms of Accounts: therefore hath the Authour intermixed this work in* PROPER, FACTORAGE, *and* COMPANY ACCOUNTS, *with divers changes; endeavouring by ſuch means to pleaſe the mutable minds of many. So that in my judgment (notwithſtanding all objections) the Labour meriteth Commendations: which (not onely to this Authour, but likewiſe) unto all ſuch as hereafter ſhall perſevere in* Works of like kind, *ſhall be moſt willingly rendred*

By

VAL. MARKHAM.

OPINION.

OPINION
OF
Book-keeping's Antiquity.

A Good Friend of mine (ſaith *Simon Stevin*) being exerciſed in the old *Hiſtories*, did ſee this form of Book-keeping (meaning his own) before it was perfected in the Preſs; he was of judgment that it had not been uſed in *Italy*, but about two hundred Years: But that the ſame, or one in many parts very like this, was uſed in the time of *Julius Cæſar*, and in *Rome* long before; and that ſome Reliques of ancient Time are come to the hands of them that of late have revived it again.

Which Opinion I thought not to be unbeſeeming, the rather, becauſe it ſeemeth ſtrange that ſo exquiſite a deep-diving Science ſhould be invented ſo lately: But be it as it will, I will enter the Opinion of my aboveſaid Friend, who ſaith, That

In place of the proper words now uſed in the Italian-book-keeping, formerly other of the like ſignification were uſed: as theſe

For	Debt-book, Great-book, or Leager	*Tabulæ accepti & expenſi*
	Debitor, and Creditor	*Acceptum & expenſum.*
	Parcells tranſported into the Leager	*Nomina tranſlata in Tabulas.*
	Parcells not tranſported	*Nomen jacens.*
	Waſte-book, or perhaps Journal	*Adverſaria.*

All which ſaith he (is apparent in innumerable places of the Latin Writers; but eſpecially *ex Oratione Ciceronis pro Roſcio Comœdo.* And that the one ſide of their Book was uſed for *Debitor*, the other for *Creditor*, is manifeſt (ſaith he) in a certain place, *Naturalis hiſtoriæ Plinii, lib.* 2. *cap.* 7. where he ſpeaking of Fortune, ſaith thus:

Huic omnia Expenſa.
Huic omnia Feruntur Accepta, *& in tota* Ratione *mortalium ſola* Utranque Paginam *facit.*

If others took regard unto this matter, perhaps farther certainty might be found, and that this form of Book-keeping, not onely by the Romans, but might have been in uſe before them amongſt the Grecians: for being the Romans were no great Inventors, but had their exquiſite Art from the Grecians, it is in Reaſon moſt probable to come from them; whereof farther certainty might be found in readding the Greek Hiſtories. Thus much in *Simon Stevin, fol.* 105, 106.

TO THE

Judicious Peruſer.

Judicious Peruſer,

MY Intent doth not aim at the acquainting of this *Art-undertakers* in the Book of Rates for the true particular charges of each *Received*, or *Sent* Commodity; neither am I *obliged* to the right Nomination of *Bale*, *Caſk*, *Fardel*; or Arithmetical product of any *Bought*, *Sold*, *Drawn* or *Remitted* value: therefore If I enter Pipes for Butts, Frails for Hundreds, *Buy* or *Sell* by Pounds that ſhould be Hundreds, fail in the caſting of any parcell (a letter being miſ-ſet by me, or in the Preſs; for the beſt may fail) or the like, that is not material to the matter in hand. For my Books *Tenour* is, *A Nurſery for intended Accountants*, to train them up in the *true knowledge* of *Debitors* and *Creditors*, which is the unfailable thread to *Roſamond's* Bower, and the right tract of *Dædalus* trace; wherein if any one digreſs, they are in danger (with *Icarus*) to periſh in *Ignorance's Lake*, as many therein have been Preſidents: for he that in placing of his *Debitor* and *Creditor* hath the *true ground*, cannot fail in the *Event*; and he that diſcerneth not the *Event* before he penneth *Debitor* and *Creditor*, can never enter *Accounts beginnings* with certainty, but is always doubtfull of the concluſion.

And being that in the ſeveral parts of this Book there are ſundry Characters uſed for the expreſſing of the *Coins* and *Meaſures*, whoſe values in the leſſer Denominations are not fully nominated, I intend briefly to point at ſome of the chiefeſt.

This L. betokeneth pounds, money of Engliſh and Flemiſh coins; and it is the firſt letter wherewith the French Livre beginneth: and each have 20. to one L.

Sterling — } 20 ſh. to each L.
Flemiſh — }
French, 20 Soulx, or Patar to each Livre.

This ſh. betokeneth ſhilling; Sterling Flemiſh, and Soulx French: having 12. to one ſh. being Named

Sterling, 12. d. or pence.
Flemiſh, 12. d. or grooten.
French, 12. d. or deniers.

Nota, to change theſe coins into each other is very eaſie to be done. Example: change 100. L. Sterling into Flemiſh L. and with one you change 100 Ells Engliſh into Flemiſh Ells: as thus,

One L. Sterling hath 20 ſhillings ——
One Ell Engliſh hath 20 Nails —— } 12. Flemiſh } 3. Flemiſh.
AGAIN, } 20. Engliſh } 5. Engliſh.
One L. Flemiſh hath 12 ſhil. Sterling ---
One Ell Flemiſh hath 12 Nails Engliſh

You ſee here that the Flemiſh is $\frac{3}{5}$ of the Engliſh: and therefore the Quotient of the Flemiſh muſt needs be moſt in number: for this is a firm Rule; *The leſſer the Diviſor is, the more muſt the Quotient be:* now our Queſtion is, How many things of three, ought I to have for 100 things of five?

The RULE.

If $\frac{3}{5}$ Engliſh, be 1 entire Flemiſh, how many Flemiſh for 100 Engliſh?

The WORK.

3 Engliſh — 1 Flemiſh —— 100 Engliſh.
5 is the Fractions Denominator.

$$\frac{100}{3)500} \quad (166\tfrac{2}{3} \text{ parts of a L. or Ell Flemiſh.}$$

Here

Here you ſee that 100 L. Sterling is Flemiſh $166\frac{2}{3}$, or 13. ſh. 4. d. Flemiſh: Even ſo 100 Ells Engliſh is $166\frac{2}{3}$ Ells Flemiſh; and is a firm Rule for all other of this nature.

AGAIN.

How many L. Sterling is L. 166. 13. 4. d. Flemiſh?

The RULE.

If 1 L. Flemiſh be $\frac{3}{5}$ Sterling: How many L. ſterl. for L. 166. 13. 4. d.

The WORK.

1 Flemiſh — 3 Sterling — 166. 13. 4. Flemiſh.

5 ——————— 3

500. 00. 0.

ſ ø ø (100. Sterling is L. 166. 13. 4. d. Flemiſh.

ſ ſ ſ

Now of the Ells Flemiſh to be reduced into Engliſh Ells.

$166\frac{2}{3}$ Flemiſh.

5 —— ſ ø ø (100 Ells Engliſh.

ſ

Hence appeareth a *great Miſtake* by the *Copyer* or *Compoſitor* in the MERCHANT'S JEWEL, Litt. C. No. 2. ſecond ſide, where the words are thus entred:

Engliſh Pounds, Shillings, or Pence, multiplied by 6. and divided by 7. are L. ſh. d. *Flemiſh.*

I enter this Inſtance for the true view thereof.

Take the above-entred L. 100. Sterling, multiply the ſame by 6. are 600. L. then divide that by 7. are L. 85. 14. $3\frac{3}{7}$ d. Flemiſh; this is but a little more than half the above-ſtanding product: ſuch thick or ſolid Flemiſh money pounds did I never hear of; ſure I am this is no uſual Reduction. He proceedeth thus:

Or Engliſh money, and one 6 of the ſame money added together, is L. ſh. d. *Flemiſh*

I inſtance.

Take the ſaid 100. L. and add one 6 of the ſame thereunto, which are 16. L. 13. ſh. 4. d. are both 116. L. 13. ſh. 4. d. this doth contradict the former: but I leave the reſidue unexamined; becauſe the *Authour's acuteneſs in other Progreſſes* cauſeth me to conceive, that theſe entrances are not his.

Now of the ſhillings.

One ſhilling Sterling is $1\frac{4}{5}$ ſhil. Flemiſh, as one L. Sterl. is $1\frac{3}{5}$ L. Flemiſh: Or, one ſhilling Sterling is 10 Stivers; but if you carry it over as expence money, it yieldeth $10\frac{1}{2}$ Stuyver, which is 5 L. upon each 100 L. Sterl. advance there; their money being leſſer in value than ours.

One ſhilling Flemiſh is 6 ſtivers, and is $7\frac{1}{5}$ d. Sterl. conſequently, 1 ſtiver is $1\frac{1}{5}$ d. Sterling. Each ſtiver hath 2 grooten, or 2 half ſtivers.

One L. ſterl. is 10 guilders, exchange at 33. ſh. 4. d. flem. for one L. ſterl. hence appeareth, that each guilder is 2 ſh. ſterl. each guilder 20 ſtivers, each ſtiver 16 penninghen. The Character for the ſame uſed in my Book, is (ƒl.) and betokeneth *Carolus* guilders of 20 ſtivers.

One Livre French is equal with a guilder, and a Soulx or Patar as a ſtiver; onely in the leſſer denominations a ſtuyver hath 16 pen. and a ſoulx but 12 denier: ſo that their loweſt denomination is $\frac{1}{4}$ larger than the penninghen.

This *Dal.* betokeneth Daller; each Daller hath 30 ſtivers, each ſtiver 24 mytes in ſome places; elſe generally, the leſſer denomination is penninghen.

This (Ggl.) or ggl. ſignifieth gold-guilders, of 28 ſtivers, each ggl. uſual in the Low-countries amongſt *Grain-Merchants*; and where any *Wheat* or *Rye* is bought or ſold there, or in *this Book*, that is all done by theſe ggl. of 28 ſtivers.

Other ggl. there are, but they are uſual in all Merchandizing, and the price or value of them is 3 gl. 3 ſtiv. or 3 gl. 2 ſtivers, according to the fineneſs of the Gold; for there are multitudes of ſeveral ſtamps.

This R. dal. betokeneth Rix-dallers of 50 ſtivers, or 5. ſhill. Engliſh, without exchange.

This ℳ betokeneth French-Crown; and ſome of them again have 60. Soulx to each ℳ, each Soulx 12. d.

Other French crowns there are of a more ſolid denomination, each of 20. ſh. each ſh. 12. d. but theſe are three times more in value than the leſſer denominations of the former; as 20. Soulx are $\frac{1}{3}$ of the former ℳ, ſo 6 ſh. 8 d. are $\frac{1}{3}$ of this Crown. How much a French ℳ is, the daily ſpeech telleth us: for when we ſay it coſt a French-crown, we pay in Engliſh money 6 ſhillings, and is in *Holland* 3 gl. for each gl. is 2 ſhillings of our Coin.

This in brief for a touch. I know that the Progreſs which muſt be gone in the comparing of Foreign *Coins*, *Meaſures*, and Weight, with ours of *England*, hath a large extent; although we trouble not our ſelves with the comparing of foreign with foreign. The *Merchant's Jewel* is an excellent compendious work to that purpoſe, and not accompliſhed without great dexterity.

The *Hand-maid to Arithmetick* is accompanied with multiplicity of comparings the one foreign place with the other; and hath great communion with a Dutch-book, printed at *Amſterdam*, 1615. whoſe Title is the

TREASURY
of Meaſures, Weights, Corn, Land, Ells, Wet-meaſures; of Coins, and Exchanges, with other Practicks, and Collections, very profitable and pleaſant.

This Books paſſages are by the *Tables* found under each places name; and the *Hand-maid* is drawn more Alphabetically: yet in their common conſent generally they agree, though the comparing be tedious; but this is my opinion of the matter, that the *Task* of Equalizing of foreign *Coins*, *Weights* and *Meaſures*, with our Engliſh, is a work over-burthenſome for one man. Take but a touch of our Neighbour-places; as *France* and the Low-countries.

The *Merchant's Jewel*, Litt. B. N°. 4. ſaith, that there are 24 Nails (underſtanding Engliſh) in a French *Aulne*; but in what place?

And in the *Hand-maid*, fol. 245.
Abreviate 24. with 20. (I perceive the Queſtion to be) 24 Nails Engliſh in a French *Aulne:* but in what place? For the long Meaſures (as by Merchants paſſages) differ in many places.

In *Britain* we find by the paſſages, that 100 *Aulnes* there produce in the ſales here 115 Ells Engliſh: in other places 100 *Aulnes* produce here in ſale 160 Ells; their Meaſure being ſix foot long, which are 32 Nails: in other places 100 *Aulnes* produce in ſale here 165 Ells, which are 33 Nails; and ſo of their Coins from place to place.

But how to attain to the true agreement in Meaſure, is not exactly found by the Buying of a Piece of Cloth, or Stuff in foreign parts; ſaying, a Piece of Cloth containing there 100 *Aulnes*, produceth in the ſale here 160 Ells: this is not exact. For they in Buying may have a quartern of their Meaſure upon a piece, the ſame may come even with our Meaſure, ſo that we allow nothing: and contrarily in reſpect of Cuſtome on either ſide. Example.

EXAMPLE.

Our Woollen-drapers ſelling their Cloth, give allowance above each yard, which Cloth being ſold again in *Holland* exactly at 12 Nails for their Ell, gain by the Meaſure: this makes no conſequence that ſo many Ells Engliſh of 20 Nails produce, exactly ſo many Ells Flemiſh; ſo that this is no firm foundation to build upon. But to have a ſure ground, each *Lands* and *Towns* Meaſures and Weights muſt really be brought hither, and then duly compared.

The *Merchant's-Jewel* Litt. B. N° 4. on the ſecond ſide, ſheweth a difference in a piece of Doulas and Locram: he ſaith there is

105 Ells in a piece of Doulas and Locram,
Litt. C. N° 1.
132 Yards in a piece of Doulas and Locram.

This cannot cotton; except the places make the difference:

FOR,

105 Ells are but 131¼ yards.
132 Yards are 105⅗ Ells.

Here you may diſcern part of the Task, and by this proof conjecture the toil of reconciling the ſeveral Weights: for in the Low-countries, the *Hollands* Weight and Meaſure differ from the *Brabants*; and the *Hollands* Weight differeth 4 *per* C. from *Sealand*.

A touch for MONEY.

Take Rix-dallers of 50 ſtivers, carry them into *Cleaveland*, and you may have many more ſtivers there, that paſs for Bread and Wine: travail up to *Collen* upon the *Rhine*, and you ſhall ſtill advance by your Money; but coming back you loſe as much. So that it will be an impoſſible task for any one man to perform, to take true notice of the differences of *Meaſures*, *Weights* and *Coins* in each Province of Merchandizing, and where the one Province doth differ from the other in the ſame Land.

Yet of the Exquiſiteneſs (if done) no man can doubt, it would likewiſe be requiſite (being taken in hand) that there be one, or more Collectors: but from whom ſhall they collect them?

I will rehearſe how one began a matter in form much like to this.

Herman Allertſon (being Coſter of the *New Church* at *Amſterdam*) was a Lover of the Pen; he cauſed a fair Book of good Paper to be bound, and delivered it (he being a man well-beloved) to the exacteſt Pen-men in the Eſtates Provinces: deſiring each *School-maſter* to write a copy or two into the ſame, ſubſcribing it, or them with his own name, for a laſting memory.

Even ſo in this.

A man may prepare thin Books in *Quarto*, entreating ſome able Merchants to be Pen-men for the erecting of this work, which would be profitable for the future times, to have each Merchant's Servant that ſhould be ſent abroad ſo readily armed and acquainted with the *Names* and Coherence of *Coins*, *Weights* and *Meaſures* before he come there. Thus in brief:

Vale.

BRIEF

CONTENTS

OF THE

Chiefeſt Points contained in this BOOK.

1 AN Introduction *unto the matter by way of a Dialogue*, place 1, 2, 3. *Again, under the third and fourth places is ſpoken*,

2 *Of* Needleſs-books, place 3. fol. 4.

3 *Of the* Caſh *and* Banck-book, pla. 4. fol. 4.

4 *Of the* Specie-book, pl. 4. fol. 4.

5 *Of the petty* Expences-book, pla. 4. fol. 5.

6 *Of the* Copy-book *of Letters*, pla. 4. fol. 5.

7 *Of the* Memorial, *and uſe thereof*, fol. 5.

8 *Of the* Copy-book *for accounts ſent to any man*, fol. 5.

9 *Of the* Waſte-books *form and office*, pla. 5. fol. 6.

10 *Of the* Journals *matter, form and office*, pla. 8. fol. 8.

11 *Of the* Inventary-*Table*, pl. 10. fol. 8.

12 *Of the* Ready-money in Caſh, *and how to book it*, pla. 13. fol. 9.

13 *Of the* Money in Banck, *and how to book it*, pla. 17. fol. 9, 10.

14 *Of the* Unſold-wares, *at the making of our* Inventary, pla. 27. fol. 11.

15 *Of Houſes, Lands, Rents and Legacies*, fol. 11.

16 *Of Jewels, Moveables, Ships-parts*, fol. 12.

17 *Of Wares unſold for factorage accounts*, pla. 36. fol. 12.

18 *Of Wares unſold for company-account*, pla. 37. fol. 13.

19 *Of Wares abroad unſold for proper account*, pla. 38. fol. 13.

20 *Of Wares abroad unſold for his, or their account, whoſe Factor I am*, place 39. fol. 13.

21 *Of Wares abroad unſold for company account*, pla. 43. fol. 14.

22 *Of Debitors, of whom we are to have*, place 45. fol. 14.

23 *Of Debt-demanders*, pl. 46. fol. 15.

24 *Of Caſh, by ſome entred in Stocks place*, fol. 15. pla. 47.

25 *Of Stocks concealment*, pl. 52. fol. 17.

26 *Of Trafficks continual exerciſe*, pl. 62. fol. 18. *with the chief accounts that are kept*, fol. 19.

27 *Of Rules of Aid, very exquiſite to be learned without book*, fol. 19, 20.

28 *Of* Proper Accounts, *and the* Dependences, pla. 63. fol. 21.

29 *Of Buying upon ſeveral conditions*, pla. 6. fol. 21. *including* pla. 70. fol. 22.

30 *Of Barter, or Truck*, pl. 72. fol. 22. *including* pla. 75. fol. 23.

31 *Of Wares bought to be delivered unto me, 2, 3. weeks or months after the agreement*, pla. 76. fol. 23. *including* pl. 79. fol. 24.

32 *Of Ships-parts bought*, pl. 80. fol. 24.

33 *Of Houſes bought*, pl. 81, 82. fol. 24.

34 *Of Legacies bought*, place 83, 84. fol. 24, 25.

35 *Of ſhipping of Wares to ſell for my account*. pla. 85. *including* pl. 91. fol. 25.

36 *Of ſelling*, pla. 92. fol. 25. *including* pla. 96. fol. 26.

37 *Of ſelling for other wares, that is, Barter or Truck*, pl. 97, 98, 99. fol. 26.

38 *Of ſelling wares to be delivered by me, 2 or 3 weeks or months after the agreement*, pla. 100, 101, 102. fol. 26, 27.

39 *Of Abatements upon wares bought*, pla. 103, 105. fol. 27.

40 *Of Abatements upon wares ſold*, pla. 104, 106. fol. 27.

41 *Of abatements for money received, or paid before the time*, pla. 107. fol. 27.

42 *Of receiving upon ſeveral conditions*, pl. 108. fol. 28, 29. *in* 12. *ſeveral Articles*.

43 *Of the words*, His *account*, *and* My *account, and the difference thereof*, pl. 109. fol. 29.

44 *Of gratuities given or received*, pla. 110. fol. 29.

45 *Of paying upon ſeveral conditions*, pla. 111. fol. 29, 30. *in* 9 *Articles*.

46 *Of advice from our Factors, that the former ſent commodities, or part of them, are ſold: Or, that part of thoſe ſent commodities are loſt at Sea,* pla. 113, 114, 115, 116, 117. fol. 30, 31.

47 *Of Returns in Wares from our Factor,* pla. 119, 120. fol. 31.

48 *Of Returns in Money from our Factor,* pla. 121. fol. 31. *compared with* place 108. *Articles* 9, 10, 11, 12.

49 *Of* Factorage Accounts, *and the* Dependances, pla. 122. fol. 32.

50 *Of Receipts of Wares to ſell in commiſſion,* pla. 123. fol. 32. *including* pl. 128. fol. 33. *booked* without *a Factor-book, and* without *an account of* Time, *and* Ready-money: *as alſo* with *an account of* Time, *and* Ready-money, pla. 129, 130. fol, 33. *and ſo of ſeveral Varieties, including* pla. 142. fol. 35.

51 *Receipts of Money* Remitted unto us, pla. 143. *including* pla. 146. fol. 35.

52 *Receipts of Money* drawn by us *under the* 146. pla. fol. 35.

53 *Of* Sales *of commiſſion Wares upon ſeveral conditions,* pla. 146. fol. 36. *including* pla. 157. fol. 37.

54 *Returns in Wares ſent unto our Maſters,* pl. 158. *including* pl. 163. fo. 37.

55 *Returns in Money remitted by us unto our Maſters,* pla. 164. *and drawn upon us,* pla. 165. fol. 37. *including* pla. 168. fol. 38.

56 *Of foreign affairs in factorage account,* pla. 169. fol. 38. *including* pla. 173. fol. 39.

57 *Of* Company Accounts, *and the* Dependances, pla. 174. fol. 39.

58 *Of the* Stock promiſed *To Me,* pla. 175. fol. 39.

59 *Receipt of the promiſed Money,* pla. 176. fol. 39.

60 *Receipt of the promiſed Wares,* pla. 179. fol. 40.

61 *Buying upon ſeveral conditions,* pla. 181. fol. 40.

62 *Wares ſhipt to another Land for company,* pla. 184. fol. 41.

63 *Payments upon ſeveral conditions,* pla. 188. fol. 41.

64 *Sales of Wares by means of my Adminiſtration,* pla. 191. fol. 42.

65 *Sales of Wares by* Factor *or* Correſpondence, pla. 194. fol. 42.

66 *Returns from* Factor *or* Correſpondent *in money drawn by us,* pl. 198. fol. 42.

67 *Returns in money remitted to us,* pla. 199. fol. 43.

68 *Returns in Wares from* Factor *or* Correſpondent, pla. 201. fol. 43.

69 *Stock promiſed* By Me *to be paid preſently,* pla. 202. fol. 43.

70 *Tranſporting of Accounts in the Leager from one leaf* unto *another,* pla. 207. fol. 44.

71 *Equalizing of* Over *or* Under-meaſures, Weight, Leakage, Pounds, Ells, *or the like,* pla. 213. fol. 45.

72 *Leagers Concluſion, or Balancing of the Leager,* pla. 216. fol. 46. *And the cauſes that may move to a general Balance.*

73 *Of the* Tryal-Balance, *and the manner,* pla. 218. fol. 46.

74 *Of the* True-Balance, pla. 221. fol. 47.

75 *Obſervations in Balancing of the Leager,* pla. 222. fol. 47, 48, 49, 50.

76 *Particular obſervations upon the* Debet *ſide of the* True-balance, pla. 241. fol. 51.

77 *Particular obſervations upon the* Credit *ſide of the* True-balance, pla. 242. fol. 51.

78 *Of the Journals form,* pla. 243. fol. 52.

79 *Of the Journals Office,* pla. 244.

80 *Of the ſignifying figures that ſtand above, and under the lines in the Journals margine,* pla. 246. fol. 54.

81 *Of the Waſte-book's farther Exerciſe, being compiled in* London, fol. 55. Lit. I. K. N° 1.

82 *Of the compleat Journal unto the ſaid Waſte-book, beginning* Lit. K. N° 2. *continuing* Lit. L, M.

83 *Of the* Kalendars *Form, and* Uſe, Lit. N.

84 *Of the compleat Leager, depending upon the foreſaid Waſte-book and Journal,* Lit. O. N° 2 *continuing* Lit. P, Q, R.

85 *Of the Journal, Kalendar and Leager,* N° B. *with the order how to begin New books,* Lit. S.

86 *Of the* firſt Waſte-book, *entred for the beginning Learners exerciſe, and taught by me,* Lit. T. N° 2. *compiled in* Amſterdam, *whoſe Contents (through the varieties of* Titles *numbers) are apparent, and inſtantly diſcerned by the Books* Over-view, *containing* 78 *Titles, differing from each other in matter, for the Beginners exerciſe: and ſo compiled, that the farther he paſſeth, the*

the more increaſeth his Studies occaſions.

87 *Of the* Kalendar, *and brief Contents of the* Leager, *depending unto the ſaid Waſte-book*, Lit. Bb. N° 1. *with a threefold* Money-balance *of the ſaid Leager*, Lit. Cc. N° 2.

88 *Of the* Second Waſte-book, *entred for a farther Exerciſe of the Beginner; and taught by me*, Lit. Dd. N° 1. *whoſe exquiſite varieties cannot truly be diſcerned, but by the working of it: which work will require as much ſerious ſtudy at the very End, as any of the former Propoſitions: which approveth, that in his Learning's time no waſte time is ſpent.*

89 *Of the* Kalendar, *and brief Contents of the* Leager, *belonging unto the ſecond Waſte-book*, Lit. Ii, N° 2. *including* Kk. N° 3.

90 *Of the* Factor-book, *and uſe thereof in ſeveral manners of entrances*, Lit. Kk. N° 4.

91 *Then followeth a Table, which ſheweth* How *to find* what *the* Principal, *and ſimple* Intereſt *of any* Given *or* Taken *ſumm will be at the agreed times end*, Lit. Mm. N° 1.

92 *The ſecond Table ſheweth* How *to find the ſimple* Intereſt onely; *and is as a Proof of the former Table*, Lit. Mm. N° 4.

93 *The third Table ſheweth directly the way* of working, *to find the* Ready-money onely, *that we are to* receive, *or* pay *upon Rebatement by way of ſimple Intereſt*, Lit. Nn. N° 2.

94 *The fourth Table leadeth us (as by the hand)* how *to find the* Rebatement onely *of any* Principal *that ſhall be rebated by way of ſimple Intereſt*, Lit. Nn. N° 3.

95 *Then followeth a ſumm in* Numeration; *the entrings cauſe is, to deſire of ſome better experienced a more* delectable Nomination *than at preſent it hath: this being named* Unites, Firſt Great-Hundred, Second Great-Hundred, *and ſo forward: being borrowed as from the* Name *of* Father, Grand-father, Great Grand-father, *and the like*, Lit. Oo. N° 2.

96 *Next unto that is entred an eaſie ſumm in Multiplication, the proceed thereof is* L. 1020. *which proceed or product (by the various changes in working) doth preſent it ſelf fourſcore ſeveral times to your Eyes view: the ſame being entred as a Touch or Inſtance to ſhew how* Richly Arithmeticks Garden *is adorned with changeable varieties of workings*, Lit. Oo. N° 2. *ſecond ſide.*

97 *Laſtly, followeth a* Month-book, *or a monthly Survey of the* Debts *and* Exchanges *that are to be* Received *or* Paid, *as likewiſe their days when each ſumm is due*, Lit. Pp. N° 3. *And whoever deſireth larger Inſtructions in any of the Premiſſes, may be pleaſed to repair unto* Katharine-wheel-Alley, *near the* Old-Swan *in* Thames-ſtreet, *there being the place of my preſent Reſidence.*

TO

TO THE Book-Keeping TEACHERS.

Judicious Fellow-Labourers.

DAily experience approveth, that we which ſubmit our ſelves to teach ſeveral Mothers children, are ſubject to the cenſure of many. *Neverthelesſ* I have emboldened my ſelf to divulge this part of my labour, it being the firſt ſince I pitched my abode in *London*; but particularly (as very requiſite) I dedicate the *Firſt* and *Second* Waſte-books unto you, not as teaching, but neceſſary aſſiſting books: eſpecially for ſuch as have no opportunity to compile a Waſte-book for their Schools proper uſe.

Here you have matter to exerciſe your Scholars in diverſities of Accounts, and after ſeveral manners of entrances, for the effecting of the ſame: the like (though ſpoken by me) I have not ſeen preſented to my Nation. Nay, if I had found content in any publiſhed work, never would I have been troubleſome to *Time*, to borrow ſo much time, as to compile this that now is preſented unto your preſent view.

Searching diligently you ſhall find the true tract uſed amongſt the beſt experienced Merchant. Here your Learner muſt ſtudy to find his *Debitor* and *Creditor*. Here he cannot deceive himſelf, you, nor his Parents: For without Study no Art is to be obtained from theſe Waſte-books.

Yet for his encouragement, I will point at ſome aſſiſting *Aids*,

1. In ACCOUNTS PROPER,

becauſe his learning affection ſhould not be daunted with the ſeeming obſcurity of the Waſte-books parcells.

1. When he intendeth to take the firſt Waſte-book in hand, then the firſt encountring matter is the Inventary; and therein again the Ready-money. Which parcell to book in true *Debitor* and *Creditor* form, let him take for aid the Explication of the *Inventary-Table*, entred in the tenth place of this Dialogue; the ſame being compared with the 13. and 17. places, and with the Journal.

2. If he meet with Wares: See the 27. and 28 places, and the Journal.

3. If Houſes, Ships-parts: See the 29. and 35. places.

4. If Debitors: See the 45. place.

5. If Debt-demanders: See the 46. place.

6. If Rents or Legacies: See the 31, 32, 33. places.

7. When you are paſt the Inventary, and come to Traffick: then ſee the Rules of *Aid* in the 62. place, and learn them by heart; they will doe you great aſſiſtance in your proceeding.

8. When you buy: See the Table for accounts proper in the 63 place, under the word *Buying*, and turn to the quoted places of the ſame.

9. When you meet with paſſages of Shipping, with the dependances: See the before named Table, and the quoted places, with the Rules of Aid.

10. Concerning Advices of Sales, or Returns from your *Factor*: Turn to the ſaid Table, and the quoted places, with the Rules of Aid. So of other matters and occurrences, by ſtudy you may find aſſiſtances in this Book.

Of FACTORAGE-ACCOUNTS.

11. When you receive Wares to ſell for another mans Account: See the Table of *Factorage* in the 122. place, ſeeking there for Receipts of Wares, and the quoted place will direct you to the directions. You may find inſtances in the Journal: the like aſſiſtances by Induſtry, will reveal themſelves unto you for your encouragement againſt ſuch occurrences as may encounter you in the paſſages.

Of COMPANY-ACCOUNTS.

12. When you come to Company-Accounts, and meet with paſſages of Wares bought, or ſold: See the Table in the 174 place; then turn to the quoted places, and the matter will be made plain: doe the like for Exchanges, Shippings, or what elſe occaſioneth; and if you find not your ſelves fully ſatisfied, *Repair to me*, and I will be ready to appeaſe your (herein) unſatisfied deſire.

Vale.

INTRODUCTION.

INTRODUCTION.

THE

First Place.

SPEAKERS,

Philo-Mathy, School-Partner.

Phil. HOw now School-Partner? Whither away thus ſolitary? It ſeems you are in ſome ſerious Meditation.

Sch. Surely you have judged aright: for I was muſing upon our Maſters Inſtructions of Book-keeping, taught us by way of Queſtions and Anſwers; whereof I have forgotten much, becauſe I frequent not the daily examination.

2. *Phil.* Very likely: *For Exerciſe is the Preſerver of Art*; therefore do I daily reſort to the Examination, which (you know) our Maſter continually uſeth: the which not onely confirmeth what we have, but it is likewiſe *an Augmentor* of *Knowledge*, according to the Motto of *James Peele: Practice procureth Perfection.*

Sch. Surely you ſay truth: Therefore I intreat you (ſeeing we have time and opportunity) to queſtion me in ſuch things as at preſent are readieſt in your mind; beginning with the firſt grounds of our Maſter's Inſtructions, and ſo in brief ſort to wade through them all for the refreſhing of my Memory.

3. *Phil.* Very gladly: for in queſtioning of you I ſhall be better confirmed in that which already I have obtained. But ſeeing that all good gifts (even in mean Mechanical matters) proceed from the *All-giver*, as in *Exod.* 31. *ver.* 2, 3, 4, 6, 7. appeareth; therefore do I humbly intreat my underſtandings illumination from thee,

O! al-verbullend' Een, die alles ſchepper zyt;
Self-ſtandigh weezen, zonder Stoff, of foꝛm, of Tyt,
Of yet dat ons begrip, bedenken kan, of vaten:
Al-ſchoon, Almatigh, Wys, end' Goedigh boven maten!
Onnoemelike-All', All-heerſchende Natuur!
Weet-oozaaks milde Bozn! Stoꝛt ghy te dezer uur,
Of Straal, of Kracht, of Gheeſt! zont my wyſdom, end' zeeghe,
Dat ick den grond uyt-vind', end' onder wyꝛ ter deeghe.
Ons weet maer ſtuck-werk is, vol onghеſtadigheeden,
Wy ſluyten huyden a'ers daak dan my ghiſtren deeden,
Weeſt als de Bench hoogh vlieght (end' miſt uw' Hulp O Heer)
Hy ſnebelt on bewaand met Icarus ter ne'er!
Ach! Laat zelf-achtings-Lieꝛd, of waan my doe gheen ſchennis,
Gheeft my een ſcherp begrip, Goed oozdeel, ware kennis.
Der dinghen onder ſcheid, dooꝛ u, uyt my te Leeren,
Te ſchiften Goed, end' Quaad, balt dit! wat math my deeren?

Taking now my beginning from our Maſters grounds, I intend in order (according to capacity) to paſs through them all: and being that Book-writing by way of Debitor and Creditor, after the (ſo termed) *Italian* manner, is renowned to be an exquiſite knowledge, ſhew me its Event.

Sch. The Event or End is (ſaith one) that which moveth to *Action*, and the End final is ever better than that which is for the End; yet this End cannot be attained, but by another thing intended, as a means thereunto: So that all things which (as means) are for, and conduce to the End, are not intended, nor proſecuted, but out of a deliberate and full intention of the End.

In like manner,

The End of Book-writing is to give contentment unto the Book-owner, and to ſhew him (or them whom they do concern) at all times, and in every degree, how his Eſtate ſtandeth in the ſo written Books. For the view of a well eſtabliſhed Eſtate in a mans Books, procureth contentment unto the poſſeſſor; yet this contentment (for no reſt without former labour) cannot be attained, but by another thing intended as a means thereunto: to wit, *Book keepings-knowledge:* and being known, proſecuted and effected; the ſame being very Requiſite, Uſefull and commodious for the writing

Of { Princely Revenues, findings of Cuſtoms, and the like duties; of which at preſent I intend not to treat, but may hereafter have ſome occaſion to ſhew the neceſſity thereof in princely Courts, as well as in Merchants paſſages: Of the which there is a worthy Work compiled in Dutch for Prince *Maurice*, Count of *Naſſaw*, which he learned of the Compiler, *Simon Stevin* his Mathematician, and exerciſed the ſame in his Court, which ſtill (as I have been informed) is there in uſe, as alſo in the Swethian Court, and elſe-where.

Merchants-trading; being for *Proper*, *Factorage*, or *Company* Accounts: of this I intend to ſpeak at preſent.

And this Mirrour of Eſtate is not to be ſeen in any Book but onely in the Leager, whoſe proper Office it is to ſhew the Eſtate of the ſame to the Book-owner.

Of needleſs Books.

This reproveth the keeping of a mans Eſtate in many Books, as in a Book of Buying, another of Selling, another of Receipts, another of Shipping, and what not? All theſe Books cannot ſhew a mans Eſtate, nor Caſe of ſtanding with any man, or in any Commodity, untill all matters are drawn to a head upon a Paper in form of a Leager; ſo that they have every way as much trouble in writing their imperfect form, as we in making our work compleat at once: but the generality want capacity to apprehend the manner, and rectifie their own defects: therefore they affect this form but with ſmall affection.

4. *Phil.* Being that the tenor of your ſpeech concerneth *Books*, I take it not unfitting that you rehearſe thoſe Books that are moſt requiſite for a Merchants uſe, to avoid all thoſe needleſs Books.

Of the Caſh-book and Bank-book.

Sch. A Merchant in *Amſterdam* uſeth a Caſh-book and a Bank-book, becauſe his Journal and Leager are (in poſting) behind-hand, elſe the Leager might cauſe the avoiding of thoſe two Books.

Of the Specie-book.

A Merchant uſeth likewiſe a Specie-book, more uſefull for the Low-Countries than for *England*, becauſe of the variety of Coins there in uſe; as likewiſe in times of controverſie, to approve what Coins paſſed in Receipt or Payment: whereof *John Contereels*

of

of *Antwerp* hath shewed a worthy Example in his Book called, Den Stile van Boekhouden.

Of the petty Expences Book.

More, he useth a Book of petty Expences for house-keeping, and small disbursements upon Merchandizing; the which are posted once a month, or quarter of a year, into the Journal, of which the said *John Coutereels* No. B. *fol.* 9, 10, 11. hath lively instances. *Simon Stevin* in his Princely-Book-keeping, *fol.* 52. writeth concerning this Book thus:

This Book of Expences is likewise a kind of a Cash-book, and is onely for charges, which generally are posted once a month in one sum into the Journal: partly for brevity, to post many petties into one sum: partly because in great mens houses it's the proper office of some one man to administrate those petty Expences, rendring an account of each particular, as well for Mustard and Matches to kindle the fire, as of things of greater importance, unto which end there is kept a Particular-book.

Copy-book of Letters.

More, he keepeth a Copy-book of Letters, which informeth his memory of what he hath written unto others; and this Book is very requisite against controversies of Advices, the Letters sometimes not being well understood by the receiver.

Of the Memorial.

A Merchant may use a Memorial, there to note some things that properly appertain to no other Book: as for instance; I lent unto a man a Shilling or a Pound, for a day or a week, it's sufficient to note a word or two *per* memory, without making any Journal parcel of the same: yea not in the Clad or Waste-book, for that hath another office. *Simon Stevin, fol.* 21. Some enter such things in the Clad, but the same is so large, that by prolongation of time it's hard to be found; and causeth likewise a doubt in the Accomptant whether it shall be posted, or not.

Copy-book for Accounts.

Some use likewise a Copy-book for Accounts, sent, or delivered to any man, because the Leager agreeth not compleatly in each particular parcel in order, or day, with the sent Account; else that Book and the writing thereof might be avoided. Of which form, if any man desire an instance, may have it in the Book of *John Coutereels, lit. O. fol.* 6, & 7.

Four other principal Books doth a Merchant use in his Traffique, to wit,

A { *Waste-book*, fore-runner of the Journal.
Journal, or Day-book, fore-runner of the Leager.
Leager, or Gather-book, Mirrour of a Man's Estate.
Factor-book, for the entring of each particular received pack, or parcel of Wares alone, that cometh into his hands, to sell, either in Commission, or for Company Account. Of these last four Books I intend to treat, and to explain their proper offices, as much as the *All-Comprizer* shall please to impart to my present memories apprehension. For,

On thee, O God, I do depend,
Ever me with thy Shield defend,
That Jesus my Redeeming Lord
May Mercies sentence me afford:
And that the Illuminating Sp'rit
Grant I may know my self aright,
To put my confidence alone
In Trinity, but elsewhere none.
For none but thou didst Wisedom give
Unto Bezaleel, Uri's *Son:*

And

And even of love thou didſt relieve
Him with another choſen One.
LORD, ſo infuſe thy gifts in me,
And aid me in this work of mine,
That it to many uſefull be,
The praiſe thereof ſhall all be thine.

WASTE-BOOK.

So called, becauſe when the matter is written into the Journal, then is this Book void, and of no eſteem; eſpecially in *Holland*, where the buying people affirm not the Wake-book, as here our Nation do in *England*.

5. *Phil.* Explain the office and dependences of the Waſte-book.
Sch. Two things are to be noted in the Waſte book:

The {*Form* / *Office*} thereof.

The *Form* is, that this Book is lined toward the left hand with one line (but ſome uſe two) and towards the right hand with three; leaving towards the left hand a margine or whiteneſs, of an inch or leſs, according to the Books largeneſs, to enter therein the Day, Month, Mark of the Commodity, or all: and between the three lines toward the right hand, there to enter the money, as by ſeveral Inſtances ſhall be made plain.

The *Office* of this Book is, that onely the daily-trading ought to be written therein, even as it is truly acted:

AS

Buying, Selling, Receiving, Paying, Drawing, Remitting, Aſſignments, Shipping, *&c.* and this muſt be entred immediately upon the action of the thing acted, to the end no paſſing parcels be forgotten, according to the Dutch Proverb, Dat men ſchrift, Dat blift, That which is written, Remaineth, In this Book ought neither Inventory nor Balance of the Leager to be entred; for that is againſt the office of this Book: it being onely to write trafficking paſſages in. In this Book may write Maſter, Accountant, or any Servant of the houſe, by whom the thing is acted, or by advice and order of another. In this Book muſt the matter be entred in plain ſincerity as it is acted, without Debitor, or Creditor form; for that is the proper office of the Journal: likewiſe many people underſtand the Waſte-book entrances, that apprehend not the Journals form. In this book ought the parcels to be entred cloſe under each other as they were acted, without leaving of any empty Paper, to avoid ſuſpicion of *forging* any parcels betwixt them upon any omitted occaſion: and each parcel ought to be ſeparated with a line from the other before-written, and enſuing parcel. In this book ought the acted matter to be firſt entred; patly becauſe it is a fore-runner of the Journal: eſpecially when the Merchant uſeth an Accountant that dwelleth without his houſe; for he may ſometime be abſent when ſuch matters are acted. Again, there may be an errour committed in Weight, Meaſure, Quantity, or Caſting. Again, becauſe the matter or condition may be changed, by diminiſhing or augmenting of any thing; or by wholly leaving out of any matter, the bargain being broken, and ſo that parcel cancelled there: for blotting or racing out of any parcel in the Journal is unbeſeeming.

6. *Phil.* What conſiderations elſe are to be obſerved in this Waſte-book?
Sch. Five other things muſt be duly obſerved in this Book:
1. The Year, Month, Day, Town, or Place where ſuch matters are acted.
2. The Name and Surname of the party with whom we trade: or, if it be Factorage, then unto the former Name muſt be added the Owners Name for whom the thing is effected, as likewiſe the place of his Reſidence: and, whether the Bargain be for Time, or Ready money, that's alike, in reſpect of Booking the ſame unto him whoſe Commodities they are.

3. The

3. The quantity or quality of the thing traded for: as Ells, Pieces, Colours, Weight, Mark, Number, Exchanges, Aſſignments, or the like.

4. The value or price of the thing traded for: whether Wares, Exchanges, or the like.

5. The conditions or circumſtances that were uſed about the matter: as time, Suretyſhip, Bonds given or taken, Brokerage, *&c.*

The Waſte-book parcells are of tenour, as the enſuing Examples.

Anno 1630. the 25. of *March*, in *London*.

		L.	s	d
	Marmaduke Grimſtone of *Northampton*, lendeth me 68 L. untill the firſt of *May* next coming: which ſum (by his aſſignment) my Caſhier receiveth of *Arthur Manering*, in conſideration whereof I am to allow him certain money; being, with principal	69	15	7
Day. 27. 1630.	Aſſigned *Sybrant Johnſon* upon *Thomas Coſter*, for the account of *Seager Solt*, to receive 495. L. the remainer hath my Caſhier received of *John Sybrantſon*, by aſſignment of the ſaid *Coſter*, with 9. L. 10. for ſix weeks time forbearance: the whole being	951	9	—
March 30.	Agreed with *Jacob Johnſon* of *Marken*, to let him have 3000. Florins for *Franckford*, at 81 d. Flemiſh, to be repaid to me, or Aſſigns, the firſt of *June* next; as the Exchange ſhall then return from *Franckford*: this being money for the Company of *Edward Denis* at *Northampton* and me, each one half, producing	1012	10	—
	In part of payment of the ſame, I deliver him 18. Laſts, 7. Mudde of Rye, being in Company 1/3 for *Edward Denis*, and 2/3 for me; at 150 gl. each Laſt ready-money, is gl. 3834. 8. 12. The remainer have I made good in Banck (for him) upon the account of *John Johnſon* Vinck, abating 22 2/3 gl. for Banck-money, at one *per Cent.* the whole produceth—	1012	10	—

7. *Phil.* What uſe have thoſe ſlantling ſtrokes that are drawn in the Margin?

Sch. They have two uſes: 1. They ſhew how far is poſted out of the Waſte-book into the Journal; and they are a ſure mark that a man omit no parcell, being called away from his poſting; neither to enter one thing twice upon the ſaid calling away. 2. They ſhew how many Journal parcells are included in ſuch a Waſte-book parcell: inſomuch that in repointing of the Waſte-book, a man may the eaſier ſee the quantity of the included parcells, when the Waſte and Journal ſhall be compared againſt each other. Some draw thoſe ſtrokes on the right hand, where the money is; but that multitude of ſtrokes darkeneth the money ſums: *each his choice.* The Waſte-book parcells ought with all convenient ſpeed to be poſted into the Journal and Leager, to the end the Book-owner may the better diſcern how his caſe ſtandeth with each man and matter. Thus much of the Waſte-book in *Form*, *Office* and *Circumſtances*: Now,

Of the JOURNAL.

It being the firſt exquiſite book, wherein carefully muſt be obſerved, that each parcell have its Charge and Diſcharge: that is, the true *Debitor* and *Creditor*, wherewith each Journal parcell ought to begin: which being well apprehended, and with fit words (according to the nature of the matter) expreſſed, *is one of the chiefeſt principles belonging*

belonging unto Book-keeping. Mark well; he that can diſcern the true *Debitor* and *Creditor*, in any propounded propoſition (concerning this Art) hath the right (Theorick) *inward-ground-knowledge* and contemplation of the matter: and he, and *onely* he (with the help of Arithmetick) goeth firm in his action, to give each man his due, and book his matters under due and true Titles. It is very requiſite (if poſſible it may be effected) that the Journal be written by one man: for in times of controverſie he can beſt anſwer for his own poſtings.

8. *Phil.* What things are moſt requiſite in the Journal to be noted?
Sch. Three Notable things are to be noted in the Journal:

1. The *Matter* whereof it is made.
2. The *Form* thereof.
3. The *Office* whereunto it is uſed.

Of the Journals Matter.

9. *Phil.* Proceed to the Explication of the firſt member.
Sch. The *Matter* whereof the Journal is made, may be drawn to five chief branches: for it proceedeth
1. From the Inventary: as in the 10. and ſo to 61. place.
2. From Traffick's continual Exerciſe: as in 62. place (including 205.)
3. From tranſporting of full Accounts in the Leager unto a new leaſe. See 206. place.
4. From the equalizing of Over, or, Under-weights, Meaſures, or the like. See 212. place.
5. From the Leagers Conclude, or Balancing of the Leager. See 215. place.

10. *Phil.* Go on with the firſt branch.
Sch. An uſual Inventary generally conſiſteth in

Stocks,
- Increaſing: improperly
  1. Ready-money, and that in Caſh, in Bank, or both.
  2. Wares remaining unſold for Proper account: under this ſecond member is included Houſes, Lands, Rents, Ships-parts; as alſo Wares unſold for Factorage, or Company-accounts, and thoſe that were formerly ſhipt unto another place, being as yet unſold for Proper, Factorage, or Company-accounts.
- by means of 3. Debitors: and them again in
  1. People unto whom we formerly ſold: or, that promiſed us payment of exchanges, and the like.
  2. Factors,
  3. Partners,
  4. Maſters,

  } that have not as yet given us full ſatisfaction.
- Decreaſing: improperly by means of 4. Debt-demanders: and them in
  1. People of whom we have bought, or whoſe Bills we have excepted.
  2. Factors,
  3. Partners,
  4. Maſters,

  } unto whom we as yet have not given full content.
  5. Wares, partly ſold for Factorage, or Company-account.

11. *Phil.* In the above-ſtanding Table you ſpeak of Stocks Increaſing, and Decreaſing Improperly; explain the word Improper.
Sch. Simon Stevin diſcourſing of Merchants Book-keeping, *fol.* 55. with Prince *Mauritz*,

rits, concerning Stocks Increasing and Decreasing: the Prince saith that *Monies*, *Wares* and *Debitors* Increase Stock: for the more a man hath of them the greater will his Stock be. Contrarily *Debt-demanders* decrease Stock. *Simon Stevin* replieth to be of another Opinion; expressing himself with the ensuing Instance: If (saith he) in former books I bought of *Peter* a Bale of Pepper upon time; that Pepper augmenteth not my Stock: for *Peter* demandeth of me the value, time being expired. In like manner, my Stock decreaseth not, because *Peter* is a *Debt-demander*: for it's as much augmented by the Pepper. But if a Bale of Pepper be given me, that truly augmenteth my Stock; for I enter, *Pepper Debitor* to Stock. And *fol.* 54. A Merchant giving certain hundreds to Marriage with his *Daughter*, that decreaseth Stock. By this may easily be discerned, what Stocks Augmenter and Diminisher properly is.

12. *Phil.* Speaking of Stocks Increasing and Decreasing; you rehearsed in how many parts the substance of an Inventary did consist; but let me now hear you nominate the true *Debitors* and *Creditors* of the same *onely*, without any other Circumstances of Dictations.

Sch. To give you the better content, I will speak of each in order as they stand: and first,

Of the Ready-money.

13. *Phil.* How book you the Ready-money after the way of Debitor and Creditor?
Sch. Cash Debitor to *Stock*.

14. *Phil.* Why make you *Cash* Debitor?
Sch. Because *Cash* (having received my money into it) is obliged to restore it again at my pleasure: for *Cash* representeth (to me) a man, to whom I only upon confidence) have put my money into his keeping; the which by reason is obliged to render it back, or to give me an account what is become of it: even so if *Cash* be broken open, it giveth me notice what's become of my money, else it would redound it wholly back to me.

15. *Phil.* Why do you use the word *Cash*, being the word *Money* is in use amongst our Nation?
Sch. Simon Stevin treating of this word with *Prince Maurits* of *Nassau*, in the fifth Head-point of his Princely Book-keeping, *fol.* 52. saith, that he could give none other reason but onely that this word is in *Use*, which if it were not, I account it better (saith he) to have said, *Money is Debtor*.
Our Master usually alledged the difference between private and general discourses; shewing that many words are usual among Dutch, French and other Nations, with whom a Merchant doth traffick: therefore he thought it fittest to use general words, as being generally known, and most usefull in Book-keeping; else (said he) why should not *Money* bear its *own name* as well as other commodities?

16. *Phil.* One other Question I have to demand before you proceed, which is, Why is *Stock* made *Creditor*?
Sch. Because the word *Stock* containeth in it all what a man possesseth; whether *Money*, *Wares*, *Debts* due to us, or the like: and (mark this well) *Cash*, yea, each particular thing that I possess, is but a member of that whole body *Stock*; therefore by the joint meeting of all those members, the body (*Stock*) is made compleat.

17. *Phil.* Having passed the first part of Ready-money, treat now somewhat

Of the Money in Banck.

For in the hands of the Honourable *Lords* of the Banck I have a certain sum of money; how shall I book that?
Sch. Banck Debitor to Stock. *Nota*, *Banck* is a name used at *Amsterdam*, and elsewhere,

there a Banck is kept: being a place by the City appointed, where all Bills of Exchange of 60 ℔. Sterl. and upward ought to be paid and received: elſe in time of controverſie about ſuch bills as ought, and are not paid and repaid there, the Lords of the Banck (as I have been informed) will not give ſentence, but reject the parties that rejected their Orders.

This name (*Banck*) is known amongſt moſt Merchants; therefore will I uſe it, and many the like words appertaining to Book-keeping, that the beginner may be acquainted with the ſame. Between Caſh and Banck are two things to be obſerved: 1. That Caſh may not be ☞ *named*, but when money is either *really* paid or *received*: but in Banck we (oftentimes) pay and are paid onely by *Banck-bills*, which in effect are as aſſignments: by them is written upon our account ſuch moneys as we by Bill or Agreement are to have of others: by them is written from our account ſuch moneys as others by Bill or Agreement are to have of us. 2. Caſh oftentimes differeth from Banck, becauſe Banck-money is of a more worthy price. I have known it five *per Cent.* differ, becauſe of the multitude of foreign Coins that came into the Land; ſo that their own moneys were very rare to be gotten: and very few foreign Coins are by the Lords valued as Banck-moneys, yet Bills muſt be paid and repaid in Banck-money.

18. *Phil.* Although it be improper in this place, yet will I move ſome other Queſtions of Banck; becauſe it is under the ſame Title: as ſuppoſe a man at ſight of a Bill from my Factor or Friend, maketh me the ſame good in Banck preſently.

Sch. Banck Debitor to my Factor or Friend.

19. *Phil.* Suppoſe the Bill was formerly by another accepted, and now made good in Banck upon my account.

Sch. Banck Debitor to the man that accepted the Bill, becauſe at the acceptance I made him Debitor to my Factor or Friend.

20. *Phil.* Suppoſe the Bill was formerly accepted by another, and now made good in Banck upon the account of another man by my order.

Sch. The man upon whoſe account the ſaid Bill was made good, (being for his own account) Debitor to the man that had accepted the Bill.

21. *Phil.* Suppoſe that *A. B.* made good upon my account a Bill formerly accepted by *B. C.* how? *&c.*

Sch. Banck Debitor to *B. C.* writ in by *A. B.* for we muſt regard the ground-man.

22. *Phil.* The accepting man payeth me *per* Caſh, with allowance for Banck-money.

Sch. Caſh Debitor to the Accepting man for Principal and Allowance; and then, Accepting man, Debitor to Profit and Loſs, for the Allowance-money.

23. *Phil.* But I write at ſight of a Bill drawn by my Factor or Friend, upon the account of the Preſentor.

Sch. The Drawing man Debitor to Banck, whether it be for his or my account.

24. *Phil.* But the Bill was by me accepted before, and now ordered another to pay it for me: *Nota*, whether in Banck or out of Banck, that is nothing to me.

Sch. The Promiſed man, whoſe Bill I accepted, Debitor to the Paying man; or to him who ordered the ſame to be paid, if he who was Debitor upon my book did not pay it himſelf: that concerns not me how the Bill is paid, if my order be performed.

25. *Phil.* But I pay the before accepted Bill *per* Caſh, with Banck-moneys allowance.

Sch. The Promiſed man, whoſe Bill I accepted, Debitor to Caſh for Principal and Allowance; and then, Profit and Loſs Debitor to the Promiſed man for the allowance.

26. *Phil.* Longer upon the Branch of Ready-money I will not detain you; proceed to the ſecond Branch, in order.

Sch. The

Sch. The tenth place mentioneth ſeveral matters, all included under the name of WARES: of which I will treat in order, according to the ſaid Table.

27. *Phil.* Suppoſe I have remaining unſold in the houſe, for my proper account, Indigo, Bayes, Kerſies, Durances, or the like.

Sch. Indigo, Bayes, Kerſies, Durances, } are Debitors to Stock, each *name* ſeverally in a place apart, as ſhall be inſtanced in the Leager.

28. *Phil.* Suppoſe I have many petties, as Pins, Needles, Thimbles, Shears, Knives, Fiſh-hooks, and twenty the like Implements.

Sch. Haberdaſheries, Merchandiſe, Norenburgheries, } Debitor to Stock. The former were great Wares, and might be ſevered each apart in their own proper place; but theſe are Pedling matters, and may be brought under any Title that agreeth neareſt unto their nature.

Of HOUSES.

29. *Phil.* How would you book a Houſe or Hall?

Sch. Houſe *Muſcovie*, ſtanding at the foot of St. *Dunſtan's-Hill* } Debitor
Hall, *Biſhops-Hall* near *Bednall-Green* } to Stock.

LANDS.

30. *Phil.* How ſhall I book the Lands that I have?

Sch. Land at *Streaton* upon *Dunſmore* in *Warwickſhire*, } Debitor
Land at *Sutton* upon *Bunington* in *Nottinghamſhire*, } to
Land at *Hobye* in *Leiceſterſhire*, } Stock.

RENTS and LEGACIES.

31. *Phil.* How ſhall I enter the Rents, and Legacies that I am to pay out of the before-named Houſe, or Hall?

Sch. Houſe called the *Muſcovie*-houſe, ſtanding at the foot of Saint *Dunſtans-Hill*, Debitor to the *Demanding-man* his account of Rents, for Principal, and yearly Rent. *Nota.* All printed books (in general) make the Houſe Debitor to an account framed under the Title of

CHIEF-SUMS of RENTS:

but I think it fitteſt to have the Principal manifeſted upon the Mans account, becauſe it may there appear whence ſuch yearly Rents ariſe: for the Dictation of the Journall explaineth the time of all. If the Legacy be upon the Houſe onely, and not upon the Ground, and that Houſe burn down, ſo that we are diſcharged from that charge; Re-write the parcell from the Houſe Debet, upon the Man, for Principal, and Rent-ſum, then is that cleared.

32. *Phil.* How ſhall I book the yearly Rent of him that dwelleth in *Biſhops-Hall?*

Sch. The In-dwelling Man Debitor to *Biſhops-Hall* for the yearly Rent; becauſe the Hall is charged for the Reparation.

33. *Phil.* There is a Rent, or Legacy due to me from another houſe, how ſhall I enter that?

Sch. The People that are to pay thoſe Rents, or Legacies, their account of Rents, or Legacies, Debitor to Stock: becauſe I would keep thoſe Rents from their traffick-ing account.

JEWELS and MOVEABLES.

34. *Phil.* I have Gold, or Silver Goblets, Rings, Braſs, Copper, Tinn, Pewter, Bed-ding, or the like Trinkets, how? *&c:*

Sch. Jewels, Moveables (or what *Name* you pleaſe) Debitors to Stock: what they are the Journal expreſſeth in particular.

SHIPS-PARTS.

35. *Phil.* I have $\frac{11}{32}$ parts of one Ship, and $\frac{7}{16}$ of another: how? *&c.*

Sch. Ship the *Dragon* of *London*, under the government of *William Wil-ing*, Knight ——— } Debitor
Ship the *Red-Lyon* of *Newcaſtle*, in the adminiſtration of *John Geering* Maſter, ——— } to Stock.

36. *Phil.* Having entred Domeſtick affairs for *Proper* Accounts, proceed to Domeſtick affairs in *Factorage* and *Company* Accounts: and firſt of

WARES unſold for FACTORAGE ACCOUNTS.

Sch. *Edward Denis* of *Northampton* his Account of Kerſies, Debitor to Stock: if but one ſort; but if of many ſorts, under one Title.
Edward Denis of *N. N.* his Account of Commodities, Debitor to Stock.
☞ If they are for Maſters that are in Company;
Jaſper Johnſon, and *Govert Peterſon*, in Company each $\frac{1}{2}$ their Account of Indigo, Debitor to Stock.
R. C. $\frac{1}{3}$ and *E. D.* $\frac{2}{3}$ in Company, their account of commodities, Debitor to Stock.

Nota, Here is to be conſidered, whether theſe Wares are all unſold, or, part ſold: if all unſold, and ſtand onely charged with their firſt charge; then in the former books was entred, *Balance*, Debitor to *Edward Denis* of *Northampton*, his account of Kerſies for quantity and money: and conſequently in this book muſt be entred as the firſt par-cell above, both for quantity and money. But if part of thoſe Wares are ſold in the for-mer books, and that there is Wares and Money, both in Debet and Credit of that (or the like) account; then in former books ought the Journal parcell to be entred: Ba-lance Debitor to *A. B.* his account of Commodities, for Pieces and Money: entring in Credit ſide, all the Debet pieces under the Credit pieces; and all the Debet money under the Credit money, and ſo add them both together, to make one general ſum in Credit, to wit, Pieces to Pieces, and Money to Money. Secondly, take all the quan-tity of the ſold Pieces, and the Money that in Credit did ariſe in the former book by the ſale of thoſe Pieces, and Journalize them as this:

E. D. of *Northampton* his account of commodities, Debitor to Balance, for Pieces, and Money: entring in Debet ſide all the ſold Credit Pieces, under the Debet Pieces: and all the Credit Money ariſing from thoſe ſold pieces, under the Debet Money; ad-ding then, Pieces to Pieces, and Money to Money in Debet, they will make in Pieces and Money one general ſum, like that in Credit. In this ſecond was entred in the for-mer Books, *E. D.* his commodities, Debitor to Balance, and conſequently here; Stock muſt be Debitor to *E. D.* his account of commodities: but this being a member of Stocks Decreaſing, and we are as yet in Stocks Increaſing, the property of the matter will not

not tolerate to ſpeak of it here; therefore I muſt forbear untill places opportunity permit. See the 46. place.

37. *Phil.* Proceed to

WARES unſold for COMPANY ACCOUNT.

Sch. Indigo in Company for *George Tate* at *Sutton* upon *Bunington* in *Nottinghamſhire*, and me, each ½, Debitor to Stock.
Bayes in Company, ⅓ for *E. D.* of *N.* and ⅔ for me, Debitor to Stock.
Kerſies in Company for *Robert Clifton*, and *James Tarton* each ⅓, and ⅔ for *William Hardington*, and me, Debitor to Stock.
Durances in Company ½ for *A. B.* ⅓ for *B. C.* and ⅙ for me, Debitor to Stock.

The ſame conſiderations that before did ariſe in Factorage Accounts, (to wit, whether the Wares are wholly unſold; or part of them ſold) do again ariſe here, nothing differing, but onely in the words of the Title, which eaſily may be diſcerned: and therefore the again Rehearſal is here omitted: If I knew that my weak apprehending Learner did but in thought deſire the enlargement, I would be tedious to the Preſs for their learnings-ſake. This is the cauſe why I omit the like expreſſing in *Wares abroad, unſold, for Proper, Factorage, and Company-accounts*; elſe as in *Wares*, for Factorage, and Company accounts, ſome are wholly unſold at the Conclude of our Books, and ſome of them are ſold in part; even the like may, and doth happen in *Factorage*, and *Company* Sendings and Voyages, againſt which ſales, the Selling man ſtandeth Debitor to thoſe Sendings for *Factorage*, and Voyages for Company accounts: Inſomuch, that all thoſe accounts being croſſed in manner, as in the 36. place is inſtanced, then muſt we in this place make Stock a Debitor, unto the which we are not as yet come.

WARES abroad unſold, for PROPER ACCOUNT.

38. *Phil.* How ſhall the unſold Commodities be entred, that are under the hands of our Factors in *England*, *France*, *Denmark*, &c. ſuppoſe they were Sugars, Pepper, Woade, Nutmegs, or the like?

Sch. Voyage to *Stoad* in *Denmark*, conſigned for my account to *Robin Hood*, Debitor to Stock. The Journal expreſſeth what they are, by means of Letters or Accounts from the ſaid Factor.

WARES abroad, unſold, for his or their ACCOUNT. whoſe FACTOR I am.

39. *Phil.* This is ſtill upon the ſecond Member of the Inventary, as in the 10. place; but from whence ariſeth this kind of Entrance, that I being a Factor, ſhould as Factor, keep an account againſt another Factor, for the man whoſe Factor I am?

Sch. The Explication of this Queſtion, is to be handled in the Diſcuſſion of the *Factor-table*, in the 122. place; but becauſe of orders ſake here in the Inventary, ſomething I intend to enter, which ſhall begin with the Original, that the proceeding may the plainer be underſtood, and is thus: *A. B.* in my former books, ſent me Commodities to ſell for his account, which Wares (at the receipt of them) I booked in ſit *Forma*; through times contrariety thoſe Wares were not Vendable here: of the which I adviſed my Maſter, whoſe Factor I am. The tenour of his next Letter to me concerning the ſame, was to doe therein as for my ſelf: with mine, I ſent of his Wares into *France*, and did charges upon the ſending of them, whereof by Letter I had advice, that they as yet are unſold; and ſo I brought them from former books.

Phil.

40. *Phil.* Let me hear you enter this according to the nature of the Inventory.
Sch. They were ſent before; and therefore I enter now,
Edward Denis of *Northampton* his account at *Roan* in *France*, in the Adminiſtration of *P. D.* Debitor to Stock; for the charges by me done at the firſt ſending. See 46. place.

41. *Phil.* But ſuppoſe the charges that you did at the firſt ſending were writ off from his above-named *Roan* Account, unto his Account Currant, being that I would have all disburſed money upon one account; and therefore that account hath no charge now upon it.
Sch. Edward Denis of *Northampton*, his Account at *Roan* in *France*, in the adminiſtration of *P. D.* is Debitor to Stock: *Nota*, for a Blank ſum both in Debet and Credit; and muſt ſo be carried to each Account *per Formam*, becauſe there muſt not be a Debitor without a Creditor, nor the contrary.

42. *Phil.* Suppoſe *P. D.* had in the former Books made ſale of part, or whole; whereof you had advice then, but no Returns. See 46. place.
Sch. P. D. at *Roan*, for the Proper Account of *E. D.* at *N. N.* Debitor to Stock; for as much as the known ſales import: and ſo I paſs forward, according to the Tables tenour, unto

WARES abroad, unſold, for COMPANY ACCOUNT.

43. *Phil.* I perceive you cleave cloſe to the Table.
Sch. School-men (as I have read) ſay, that a good Diſputant ought never to digreſs from the propounded propoſition, untill it be diſcuſſed. Neither ought any Writer to commit a digreſſion from the grounds of his intended ſubject; as is here the before-entred Table in the 10. place, as alſo the enſuing three Tables: to wit, The Table of Accounts *Proper* in the 63. place: the Table of *Factorage*-accounts in the 122. place: and the Table of *Company*-accounts in the 174 place. From theſe I intend not to ſtray; but in order will work upon them (as the Tables ſhall deliver matter thereunto:) the more, becauſe any one which ſhall have occaſion to ſeek a matter in any of thoſe particular Tables, whether in the *Inventories*, *Proper*, *Factorage*, or *Company*-Tables, may preſently know what goeth before, or followeth his deſired matter.

44. *Phil.* But to our intended purpoſe; rehearſe ſome Inſtances of Company unſold Wares.

Sch. Voyage to *Roan*, conſigned to *Pierre du Pont*, being in Company for *James Bartram*, and me, each ½ ——— } Debitor
Voyage to *Lisbone*, conſigned to *Pedro del Vergo*, being in Company, ⅓ for *Robert Clifton*, and Partner, ⅓ for *James Joyner*; and ⅓ for me. ——— } to Stock.

45. *Phil.* Having in order waded through the ſecond branch of the Inventory-Table, in the 10 place; proceed to the third branch of Stocks Increaſing: being

DEBITORS, of whom we are to have.

Sch. Four in number are they comprehended under, in the third branch of the 10. place, and may all be joyned as under one; yet in brief I will touch each apart: as

1. *B. C.* to whom we formerly ſold, or that he had accepted our Exchanges, Debitor to Stock.
2. *C. D.* at *Venice* my account Currant, Debitor to Stock.

3. Partner,

3. Partner, { Who hath part of my Eſtate in his hands, to be employed by him for the good of our Company: *N. N.* my account by him in Company, Debitor to Stock.
Whoſe part of Stock is in my hands to be by me employed, and I am for him in disburſe: *N. N.* his account by me in Company, Debitor to Stock.

4. *M. M.* at *Colcheſter* his account Currant, Debitor to Stock.

By the word *Currant*, do not I underſtand the account that is oppoſite to an account of *Time*, (for I diſtinguiſh them by the name of *Time* and Ready-money) but by *Currant*, I underſtand, a *Running* account, (*Conte-Courante*) upon the which all things may paſs as well for time as Ready-money.

46. *Phil.* Thus I ſee you have paſſed through the three branches of Stocks Increaſing, with the dependances of the ſame in a brief manner: what followeth next to treat of?

DEBT-DEMANDERS.

Sch. In the 10 place is ſhewed, that Stock hath (Improperly) a Decreaſing part; and that again is divided into five Sub-diviſions: of theſe in brief likewiſe, after a plain manner: as thus,

Stock is Debitor to {
1. *D. E.* Of whom we formerly bought, or whoſe Bills in former Books we accepted, and preſently booked them, but not due to be paid in thoſe Books.
2. *E. F.* at *Conſtantinople*, my account *Currant*; for that he hath made me more Returns than my ſold Wares did import.
3. Partner. { My account by him in Company, he having paid out more than his part doth import.
His account by me in Company, I having received into my hands money for ſold Wares, and detain his part thereof, where he ought to have it.
4. *F. G.* His account *Currant*; the Credit of which being heavier than his Debet; but whether it be in Ready-money, or for Wares ſold upon time, that's not material in reſpect of this *Running-accounts* form.
5. *G. H.* His account of Kerſies, for ſo much as was ſold upon that account in the former Book: See 36. place.
Durances in Company, $\frac{1}{2}$ for *A. B.* $\frac{1}{3}$ for *B. C.* and $\frac{1}{6}$ for me: for ſo much as in the former Book was ſold upon that account: See 37. place, it being compared with this.
Edward Denis of *Northampton*, his account at *Roan* in *France*, in the Adminiſtration of *P. D.* for as much as the known Sales import. *Nota*, in the 42. place, the Factor was made Debitor to Stock, for the like ſumm: therefore our Stock ſtandeth well in the like caſe with others. Again, we have our firſt charges done us good unto our Stock in the 40. place.

Stock Debitor to Voyage to *Liſborne*, conſigned unto *Pedro del Vergo*, being in Company, $\frac{1}{3}$ for *Robert Clifton*, and Partner; $\frac{1}{6}$ for *James Joyner*, and $\frac{1}{2}$ for me: for as much as the known Sales import. You muſt conceive, that *Pedro del Vergo*, *Our* account, being in Company, $\frac{1}{3}$ for *Robert Clifton*, and Partner; $\frac{1}{6}$ for *I. I* and $\frac{1}{2}$ for me: either *ſtandeth*, or *ſhould ſtand* Debitor to Stock, for the like ſum, that Stock ſtandeth Debitor to the Voyage for the ſales; for the *Voyage* cannot have a Credit, but by one or more Debitors that even Counterpoiſe that Credit.

47. *Phil.* I have ſeen your *Dexterity* in the handling of the Inventary-Table, as alſo in the booking of a mans known Eſtate; but if a Merchant will not have his Eſtate known,

how

how will you behave your ſelf therein? Ha! I think I have po's'd you now. Now you are ſtall'd, I trow.

Sch. In ſuch difficult Queſtions you cannot debarr me, to take the aid of ſome Renowned Authours: for in the firſt place of our Dialogue I feared my weakneſs, becauſe I frequented not the daily Examination; but although I frequent not the School, I am yet not ignorant of what the Authour's paſſages are upon this Subject: and therefore I will decide your Queſtion with the Solution of Maſter *Henry Waninghen*, in the firſt Chapter, the 17. Queſtions Anſwer; his words are theſe: *Caſh muſt be entred in place of Stock, making all that is due to us Debitor to Caſh; contrarily Caſh Debitor to all them that are to have of us.*

With him (in the very ſame words) agreeth his Diſciple *Joannes Buingha*, who now at *Amſterdam*, after the death of his before named Maſter, ſucceedeth his place in Schoolmaſterſhip: See the 38. page of his book, printed 1627.

J. Carpenter Gent. in his *Moſt Excellent Inſtruction*, printed in *London* 1632. is a direct *Imitator* of both the former: See *fol.* 20. 24. of his Book: and no marvel; for the greateſt part of his publiſhed book is nothing elſe but a general Copy of *Henry Waninghen*'s Book, both in words and number of the queſtions. *J. C.* in his Epiſtle to the Reader, pretendeth Ignorance, of not knowing the Authour, who in the French Language many years agone was eaſie to be found.

48. *Phil.* Shew me ſome Inſtances how they would book their paſſages.

Sch. In brief I will: and firſt,

Of the Wares.

Grograines, Kerſies, Durances, } Debitor to Caſh.

Of the People that Owe to us.

Robin Good-fellow, *Herman Hard-head*, *John Gentleman*, } Debitor to Caſh.

Of the People that we Owe unto.

Caſh Debitor to { *Rowland Red-beard.* *Ralph Would-well.* *Reynſt Reach-farre.*

49. *Phil.* Suppoſe a man at the making of his Inventary hath ſome money, how ſhall he book that?

Sch. The before-named in the places of their Books mentioned, ſay, *The ready money is not to be entred till you diſburſe the ſame.*

50. *Phil.* Suppoſe with part of that concealed money you bought *Wares*, and with other part paid them unto whom you are indebted: how enter you that?

Wares, People, } Debitor to Caſh.

51. *Phil.* This being thus rehearſed, what will you conclude; have theſe (think you) digreſſed?

Sch. Suppoſe they had, what's that to me? But becauſe you ſhould not flout at me, thinking my capacity to be ſo ſtupid, that it is void of diſtinction, I will in ſome brief notes onely touch the ſame.

Firſtly,

Firſtly, let me conſider whether the Book-owner be more indebted than his Eſtate is worth; which if he be, then is either entrance good, for his Eſtates concealment: *for the Debet ſide of Caſh ought to be heavieſt, or, having no money, it muſt be even, becauſe all is paid out:* but if he have any Eſtate, then is the *Credit* of his Caſh (who ſtandeth in *Stocks* ſtead) heavieſt: and therefore an *Errour*, being there is more paid than was received.

Secondly, the commodities that we have at the making of our Inventary, were bought in former Books, and there made *Debitors*; and that we now enter them again *Debitors* to *Caſh*, is to re-buy them: and conſequently, in place of book-reforming, *book-deforming*, and an *undefendable Errour*.

Thirdly, the People whom we now make *Debitors* to *Caſh*, are *abſolutely* our *Debitors*, and do we pay them who are to pay us? many men would deſire to be *our* Debitors.

Fourthly, as ſenſeleſs is it to make Caſh *Debitor* to People that are to have of us; will they that are to have of us 100*l.* for a Bill of Exchange by us accepted, ſay, *Come my Friend*, you have accepted an Exchange to pay at time expired, which is now: ſend your man to my houſe, and the money ſhall incontinently be paid to him? *I think nothing leſs.*

☞ Fifthly, Caſh may never be ☞ *named. Nota, not named*, but when *Money* is either truely and really paid or received, as in the 17. place is mentioned. But if theſe People enter *forged* Imaginaries in the *fore-front* of their Books, what is not to be expected before the *End?*

Sixthly, The *Stock* which they ſeek to *conceal*, is manifeſt in the *difference* of Caſh it ſelf. For let them tranſport their *Caſh*, and they ſhall find (if as before is ſaid, that their Eſtate ſtand well) that *Caſh* is, and in tranſporting forward, always remaineth *Creditor*. Balance that *Caſh*, and tell me what ſhall be done with the *difference*. Carry it to a new account, what then? there it will prove to be *Stock*. Carry it to Profit and Loſs, there it will prove to be *Stocks Augmenter*. *Wonder is it*, that theſe and many other *Foreign-bred defects*, muſt now be *clothed in Engliſh Attire*, and paſs for current amongſt us! Surely, our Judgment is weak in the *diſcerning of this Art*.

52. *Phil.* I perceive their paſſages in booking of their Matters, doth not digeſt with you; is there a more plain way? diſcover that.

Sch. If we were as *Exact Diſcuſſers* as we are *Imitators*, we had not been ſo *beſotted*, as to entertain thoſe Foreign defects, having *better at home*.

Look into *James Peele*, whoſe well-entrances through neglecting Age (or diſdain of Domeſtick Writers, and extolling of Foreign) are as ſtrange to us, as though (as the ſaying is) they were written in Heathen Greek. He ſheweth us the fit ground-work, how to conceal a mans Eſtate in the booking of his private accounts, and matters mathat nifeſted for Merchandizing.

53. *Phil.* Inſtance ſome particulars how to book the manifeſted part.

Sch. You ſpeak of *Part*; whether he bring in *Part*, or *All*, who can certainly know that? being that we can but *aim* at it, as the blind at the *Colour* of *Cloth*. And for which he manifeſteth, may be

Entred { Caſh, / Banck, / Perpetuanes, / *Marmaduke Man*, / *John Knoll* at *Lisborn*, my account Proper, } *Debitor* unto the *Private* account.

54. *Phil.* How ſhall the Maſter, or Book-owner, enter into his *Private* books the things manifeſted for Merchandizing?

Sch. General account for Traffick, Debitor to { Caſh, / Banck, / Perpetuanes, / *Marmaduke Man*, / *John Knoll* at *Lisborn*, my account Proper.

55. *Phil.* Suppoſe there is gained upon Wares ſold.
Sch. Wares Debitor to Private account, for the Gains; doe the like in Factor accounts, and all other, upon which Gains ariſeth.

56. *Phil.* Suppoſe I loſe by Wares or Exchanges.
Sch. Private account Debitor to Wares, Exchanges, or unto that account, upon which Loſs ariſeth.

57. *Phil.* At the Conclude of my Book I ſurrender *Moneys*, *Debts*, and *Unſold-wares*.
Sch. Private account Debitor to Caſh, Men and Wares, each *name* ſeverally.

58. *Phil.* How ſhall the Book-owner enter back into his private Books the *Surrendred* ſeveral matters?
Sch. Caſh, Men, Wares, each *name* ſeverally, Debitor to General account for Traffick.

59. *Phil.* How ſhall the Book-owner enter into his private Book the Gains that are found upon his Book of Traffick?
Sch. General account for Traffick, Debitor to Profit and Loſs.

60. *Phil.* But if he loſt in his Book for Traffick.
Sch. Profit, and Loſs Debitor to general account for Traffick; becauſe it hath *Surrendred* back leſs than formerly was confidented unto the ſame: Judge of the Gains likewiſe, that the General account for Traffick yielded more than the firſt in-laid Principal. Here you ſee the matter *plainly diſcuſſed*. Here you ſee the ground-work, by which they are *confuted*, gathered from *one* of our *own Nation*; which to their miſentrings might rather have been

A worthy Refutation,
Than, by their Approbation
To bring them to our Nation.

But it ſeemeth that this Abſurdity (and many more, which upon due Examination of their works apparently *I can make* appear) was not *diſcerned*, or, being *diſcerned*, how to amend it, *Experience had not befriended them.*

61. *Phil.* Rehearſe ſome other Inſtances of their Miſentrances, that (for the Reader) they may be as *Buyes* in this *Sea*, to keep him from Ignorances Ship-wrack.
Sch. Very loth I am to *pry* any farther into their Books: for their Abſurdities are many in divers matters. And if I ſhould dive into them all, it would be thought that I onely uttered *Satyrical Snarlings*, where my *plain meaning* is, to ſtir them up to a more *ſerious ſtudy*, that the *ſilly* beginner be not fruſtrate of his Expectation: ſeeking in them (as one ſaith) *Sapientia*, but finding *Apedia:* therefore let me proceed towards our intended purpoſe.

62. *Phil.* Well; for this time let us doe as you deſire: What followeth next to treat of, ſeeing the *Inventary*, with the Dependances (which is the *firſt matter* whereof the Journal is made) are diſcuſſed?
Sch. The ſecond matter whereof the *Journal* is made, is the next thing in order that we are to treat upon; and proceedeth from

Trafficks continual Exerciſe.

as in the Ninth place is rehearſed: wherein is to be conſidered three Principal accounts, conſiſting

In

In { *Proper* / *Factorage* / *Company* } Accounts: and each of these again, in { *Domestick-affairs*: for so I term those things, which I in actual Administration, administrate as chief Manager in the matter; whether in *Proper*, *Factorage*, or *Company* accounts. / *Foreign affairs*: for so do I nominate those matters that another administrateth as chief Actor in the matter, without hand-action of me, or, mine: and thus doth my { *Factor* / *Partner* / *Friend* } { With the Wares, Bills, and Monies that I send to him, to be employed for me. / unto whom I sent my Masters Wares, because they were not *Vendible* here, as in the 39. place is expressed: the said *Friend* is to be countable for the Sales thereof to me, and I to my Master, with whose order I sent them thither; he not having any acquaintance with the man, nor Trading for that place. Of these I intend to treat in order as they are entred in the above-standing Table: but first I will book some exquisite

Rules of aid, very requisite in Trades continuance, to be learned without book.

1. Whatsoever cometh unto us (whether Money or Wares) for Proper, Factorage, or Company account, the same is—*Debitor.*

2. Whosoever Promiseth, the Promiser is———*Debitor.*

3. Unto whom we pay (whether with Money, Wares, Exchanges, Assignations) being for his own account: that man is———*Debitor.*

4. Unto whom we pay (as above) for another mans account:
The man for whose account we pay is———*Debitor.*

5. When we buy Wares for another mans account (whether we pay them presently, or not, that is all one in the entrance) and send them unto him, or unto another by his order,
The man for whose account we bought and sent them, is for the Wares and Charges,———*Debitor.*

6. If we deliver an Assignation unto any man (whether it be our own, or anothers) that man for whose account we deliver that Assignation in payment, is—*Debitor.*

NOTA,

This is much like the third Article, but this is here thus entred, because this Article is here more largely explained, for the better understanding of Assignations.

7. When we, or any other man for us, sendeth commodities unto another Land, or Town, to be sold for *Proper* or *Company* account, then is

1. Whatsoever goeth from us (whether Money or Wares) for Proper, Factorage or Company account, the same is—*Creditor.*

2. Unto whom we promise, the Promised man is———*Creditor.*

3. Of whom we receive (whether Money, Wares, Exchanges, Assignations) being for his own account: that man is———*Creditor.*

4. Of whom we receive (as above) for another mans account:
The man for whose account we receive is———*Creditor.*

5. When we buy for our selves, or for another man, and pay not presently,
The man of whom we bought those Wares is———*Creditor.*

6. Whosoever delivereth an Assignation unto us upon any man, for his own account: the man of whom we received it, is—*Creditor.*

OR,

Upon whom I deliver mine Assignation, to be paid by him for his own account, that man is———*Creditor.*

OR,

Whosoever (to pleasure or accommodate me) payeth my Assignation, the accommodating man, is———*Creditor.*

7. When we receive advice from our Factor, that those sent commodities, or part of them are sold, or lost, then is

Voyage to ſuch a place conſigned to ſuch a man ——— *Debitor.*

8. When we pay Cuſtome, Inſurance, or other charges, upon the ſending of thoſe commodities, then is
Voyage (as above) ——— *Debitor.*

9. When we cauſe the ſent goods to be inſured, but pay it not preſently, then is
Voyage (as above) ——— *Debitor.*

10. When we Inſure any mans ſent Wares, and receive the money preſently, then is Caſh ——— *Debitor.*

11. When we inſure any mans ſent Wares, and receive not the money preſently, then is the man for whoſe account we Inſured thoſe Wares ——— *Debitor.*

12. When we receive advice, that the former ſent Wares, or part of them are ſold, then is
The Factor that ſold them for our account ——— *Debitor.*

13. If any man draw Exchanges upon us for himſelf, or for any other man, the man for whoſe account the ſame was drawn, is ——— *Debitor.*

14. If we remit Exchanges unto any man, for himſelf, for me, or any other man,
The Factor, *If for me*, or the man for whoſe account it was remitted, is — *Debitor.*

15. When we loſe by gratuities given, whether great, or ſmall, or howſoever, then is Profit and Loſs ——— *Debitor.*

Voyage to ſuch a place conſigned to ſuch a man ——— *Creditor.*

8. Caſh, or charges of Merchandizing is *Creditor. Nota*, divers Merchants keep ſuch an account of charges of Merchandizing, eſpecially thoſe that have Caſhiers within their own houſe.

9. The Inſurer is ——— *Creditor.*

10. Inſurance-reckoning, Or Profit, and Loſs. — } is *Creditor.*
Chuſe of theſe which you pleaſe.

11. As above ——— *Creditor.*

Nota,
Merchants that trade much in this kind, uſe an account in their books, called *Inſurance-reckoning.*

12. When we receive *Returns*, either in Money or Wares, in lieu of thoſe ſold Wares, then is
The Factor that payeth us, or cauſeth us to be paid, ——— *Creditor.*

13. If we draw Exchanges upon any man for himſelf, or for any other man, the man for whoſe account we draw, the ſame is ——— *Creditor.*

14. If any man remitteth Exchanges unto us for himſelf, for me, or for another man;
The Factor, if for me, or the man for whoſe account the ſame was remitted to me, is ——— *Creditor.*

15. When we gain by gratuities received, whether great or ſmall, or howſoever, then is Profit and Loſs ——— *Creditor.*

63. *Phil.* Having thus placed your *Rules of Aid*, proceed (as was determined) to the firſt of your before-mentioned Principal accounts.

Sch. The firſt nominated Principal account (for plain apprehenſions ſake) I will *diſplay* under the form of account.

Proper,

- *Proper*, in
  - *Domeſtick-affairs*, whoſe parts may be
    - *Buying* upon ſeveral conditions: See the 64. place.
    - *Shipping of Wares* to another Town or Land, to be ſold for my account: See the 85. place.
    - *Selling* upon ſeveral conditions: See the 92. place.
    - *Abatements* upon *Wares*: See the 103. place. / *Money*: See the 106. place.
    - *Receiving*: See the 108. place, having 12 Branches.
    - *Gratuity*: See the 110. place.
    - *Paying*: See the 111. place.
  - *Foreign-affairs*, conſisting in
    - *Advice*, that the ſent goods, or part of them are: Sold: See the 113. place. / Loſt: See the 117. place.
    - *Returns* in *Wares*: See the 119. place. / *Money*: See the 121. place.

64. *Phil.* The Table being entred in brief as above, requireth an explaining; therefore let me ſee your Entrances upon each member apart.

Sch. The parts being divided into Affairs *Domeſtick* and *Foreign*, I intend to treat firſt of the firſt; and therein again of the branches orderly as they follow, whoſe beginning is with

BUYING.

65. *Phil.* I *buy* Wheat, and pay for the ſame preſently, even upon the receipt thereof: How ſhall I enter that?

Sch. Wheat Debitor to Caſh. *Nota*, Some will, that of the like Paſſages ſhould be made a double Entrance, becauſe upon all Occaſions the mans name might be found upon the Alphabet: each doe his pleaſure; I account this way clear and evident. For afterward if any controverſie ſhould ariſe, that book (from whence the Queſtion ariſeth) will ſhew the Year and Month; then is it upon my Book eaſie to be found. *Nota*, All accounts of *Commodities* muſt have lines *within* to keep the quantity of *Ells*, *Meaſure*, *Weight*, and the like.

66. *Phil.* I buy Rye Contant, but pay not inſtantly.

Sch. Rye Debitor to the man of whom I bought it. *Nota*, the word *Contant* ſignifieth *upon demand*; and that again for 1, 2, 3 days, or 1, 2, or 3 weeks: generally it is included under one months time; for that which is contained under the *nomination of Months*, is 1, 2, 3 or more months.

67. *Phil.* I buy upon two months time a little parcell of Pepper, Ginger, Cloves, or the like; ſome one parcell to the value of 10 ℔. and ſome leſs.

Sch. Groceries Debitor to the *Man* of whom I bought them: underſtand my meaning, which is not, that I ſhould make the Commodity Debitor to the *Mans ſervant*, becauſe I bought it of him; but unto the Principal, or Man, *to whom it belongeth*, in reſpect of my knowledge. *Nota*, the Entrance of that which I buy upon 2 Days, 2 Months, 2 Years, is all as one: for my acknowledged man muſt be known upon my books, as well for 2 Days as for 2 Years.

68. *Phil.* I buy Latton-wyre upon 3 months paying $\frac{1}{6}$ part preſently.

Sch. Latton-wyre Debitor to the *Man Principal*, from whence it came. And then, *Man Principal* Debitor to Caſh, for the $\frac{1}{6}$ part now paid. I enter this thus in $\frac{1}{6}$ parts; becauſe ſome make the bought Wares Debitor to the Selling man, for the part upon Time: and Wares Debitor to Caſh, for the part paid. Here you ſee Wares are divided into two parts, (which is unſeemly) and therefore muſt have two Journal parcells: ſo there is every way as much writing as to make the Wares Debitor to the man for the whole; and then, him Debitor to Caſh for the paid part. But if I buy ſeveral Wares to pay $\frac{1}{6}$ part in money, what brave diviſions would then ariſe? For each parcell muſt

have

have two Debitors and Creditors, which will be no ſmall trouble; or elſe they muſt learn to place their parcels with more judgment.

69. *Phil.* I buy cloth upon 9 months Time, which is to ride out $\frac{1}{m}$; then to diſcount for 6 months: paying for them in Banck, and enjoy Banck-moneys allowance in hand.

Sch. Cloth Debitor to the *Man*, for the whole coſt upon 9 months: *and then*, the Man Debitor to Cloth for the Diſcount; *and then*, the Man Debitor to Banck for the ſum writ in: *and then*, Caſh Debitor to Profit and Loſs; becauſe the money by me written in Banck, and the Diſcount, countervailed the firſt Principal upon 9 months.

70. *Phil.* I buy Barly upon $\frac{8}{m}$ time, diſcounting inſtantly; paying part in money, part by Aſſignment, part with Rye: the remainer in Banck, abating ſo much as the Banck-monies allowance is worth.

Sch. Barly Debitor to the *Man* for the whole upon 8 months: 2. The Man Debitor to Caſh for the ſum paid. 3. The Man Debitor unto him who was to pay my Aſſignation for his own account. 4. The Man Debitor to Rye for the delivered value. 5. The Man Debitor to Banck for the ſum made good, either upon his account, or upon the account of another, by his order. 6. The Man Debitor to Profit and Loſs for Banck-monies allowance; becauſe this and the Banck-money, make both but one compleat part of payment: but if I had writ in Banck his compleat part of payment, and he made good the Money for Banck allowance to me, by paying it in hand; then muſt we enter, Caſh Debitor to Profit, and Loſs. 7. The Man Debitor to Barly for the 8. months diſcount. *Nota*, *Henry Waninghen*, *Chapter* 2. *Queſtion* 14. entreth the Man Debitor to Profit, and Loſs, for the diſcount. *Paſſchier Gooſſens*, Zu Damburgh, printed 1594. *parcell* 44. 47. and others, entreth the like. *Johannes Buingha*, *folio* 39. *Queſtion* 7. entreth the like. *J. Carpenter*, *fol.* 34. his booking is with *Henry Waninghen* the 14. *parcell* alike; and is onely an Imitator: and ſo of other Authors. But *Premeditation* ſheweth, that the *Rebates* of commodities ſhould *not be* carried unto Profit and Loſs, as our printed Authors in general do, without any further in-ſight into the nature of the matter: For *Barly*, which before was *Barly* upon *Time*, is now become *Barly* for *Ready-money*; which at the buying (in reſpect of the Time I was to ſtand out, and have the uſe of the money in *mine own* hands) coſt me *more* than it now will yield me *Ready-money*; the while then *Barly* upon 8 months was more charged at the buying, than it now is worth *Contant*, reaſon requireth that *Barly* ſhould be *diſcharged*, becauſe I have diſburſed my Money: *See* Ralph Handſon *upon Abatements in his Table.*

This muſt be well regarded in *Rebates*, to the end, that each *Horſe* may bear his own Burthen; well *noting*, that the *Rebates* are not made good in *Money*. See *R. Handſon.*

☞ But if we buy ſundry commodities; and have an allowance upon the whole buying, then muſt we enter,

The Man of whom I bought, Debitor to Profit and Loſs Proper: for *no one* commodity may *enjoy the allowance* made upon the whole Cargo or Parcell; and to make a diviſion *pro rato*, of each commodities Capital, would be a troubleſome (but true) work: therefore Profit and Loſs is the briefeſt carriage in ſuch matters, being the *Facit* after either of the ways, redoundeth unto our final advance for the Abatement. This in brief.

Buying { For Ready-money, and preſently pay: See the 65. place.
Upon Time, the conditions being ſeveral: See 66, 67, 68, 69, 70.

BARTER, or TRUCK.

71. *Phil.* I buy Wares, for other Wares; the value being equal.

Sch. In-bought *Wares* (what name ſoever) Debitor to the Delivered *Wares*: this is ſeldom ſeen. ☞ But if writing be not tedious unto us, or we not Paper-penurious, the beſt and moſt uniform booking (in reſpect of the general varieties) of giving or receiving of diverſities (being Wares, and Money, or ſeveral Wares) is to make the received Wares Debitor to the Trucking Man; and then the Trucking Man Debitor to the Delivered Wares.

Phil.

72. *Phil.* You have related your mind in things of an equal value; but if I buy Wares, paying with *other* Wares, and Money.

Sch. Henry Waninghen, Chapter 2. unto the 6. *Queſtion*, anſwereth in Dutch; 'Tgoet datmen Koopt Debit aen Caſſa, Daer naer, Caſſa Debit aen't goet datmen toegheeft. *I Engliſh it*: The Wares that we buy, Debitor to Caſh; *afterwards*, Caſh Debitor to the Wares that we deliver: *as thus*, The Wares that I buy are worth 100 l. and the Wares that I deliver are worth 90 l. Conſequently, *I paying the Man*, he muſt have 90 l. in *Wares*, and 10 l. in *Money*; ſo that *Caſh* is for the 10 l. paid, more *Credit* than *Debet*: therefore Caſh hath it's due. With *Henry Waninghen* agreeth *J. Carpenter, fol.* 32. *parcell* 6. as above; he writeth, the goods bought owe unto Caſh for the whole ſum: *and after*, Caſh oweth unto the goods, which you have delivered to the Seller, for the value of them.

73. *Phil.* Seeing you *Imitate* in entring of their words; have they your *Approbation*?

Sch. I have related their words, not as an *affectionated-Follower*, but as an *Admirer* of their *Imitation*. For as in the 17. and 51. place by this ☞ is ſaid; Caſh may not be *named* (no not *named*) but where *Money* is either *Really paid*, or *received*: *Nota*, and the while that it is abſolutely falſe, that Caſh hath in the above mentioned 72. place not *paid* out 100 l. but onely 10 l. nor hath it *received* any penny of the 90 l. therefore for the 90 l. on each ſide, I ſay, *Caſh* is an *Aſs*.

74. *Phil.* But in the concluſion, it cometh all to one purpoſe.

Sch. That is not material: why many words, when few may ſuffice? For *J. Carpenter, fol.* 32. *parcell* 7. anſwereth *direct* to the matter; *The goods which you buy, owe to the Seller*: And contrarily, *He oweth to Caſh, and to the goods which you have delivered him.* This is ſomewhat like a mans money: But as in the 71. place is ſaid; Idleneſs in writing, or Penuriouſneſs in Paper, is the cauſe of theſe *Folly-entrances*. For not onely in this, but in Exchanges, and the like, becauſe we will not have (as ſome term it) *a Book full of names*, we muſt have our paſſages ſmothered under the covert of *Imaginary obſcurity*; whereas we may have them delectably booked, if we were not ſparing in writing: Daer en is niet, Sonder verdriet, *Nothing without trouble*. But I have no time to diſcuſs other mens works; therefore let me proceed.

75. *Phil.* I buy Wares, delivering a greater value; and receiving the *Overplus* back in Money.

Sch. In-bought Wares Debitor to the Selling Man, for their value: 2. The Man Debitor to Delivered Wares, for their value. 3. Caſh Debitor to the Man, for the received Money, to equal the Truck. So in brief; if the Wares are of an equal value, *then enter* Bought Wares Debitor to the Trading-Man. 2. Trading Man Debitor to delivered Wares; becauſe the value is equal. If unequal, and Money given; *then enter*, In-bought Wares Debitor to the Trading Man: *and then*, Trading Man Debitor to delivered Wares, and to Caſh. But if unequal, and Money *Received*; In-bought Wares and Caſh Debitor to the Trading Man: *and then*, Trading Man Debitor to *Delivered* Wares. And ſo I proceed to Wares bought, which are to be

Delivered me 2, 3 Weeks or Months after the Agreement.

76. *Phil.* I buy Wares, agreeing now for quantity and Price; but am to receive them 2 months hence.

Sch. The *Promiſing Man* is Debitor to *Promiſe-reckoning*.

77. *Phil.* I have already by this one parcell conceived, that you digreſs from divers Printed Authours: for,

Paſſchier Goeſſons of *Bruſſel*, in the German Language.
Pieter Nicolaeſon Daventrienſis.
John Willemſon of *Leuven*.

John

John Contereel of *Antwerp.*
Henry Waninghen of *Campen.*
Johannes Buingha.
J. Carpenter, Gent. and ſeveral others, do enter,

Deliverance-reckoning Debitor to the Selling-Man.

Sch. That is nothing to me: for they digreſs from their own Documents. *John Willemſon* of *Leuven*, in the third Chapter, at the end of his Book called the *Golden School*, entreth theſe enſuing words, as a firm Principle and Ground-Rule,

Wie my yets belooft, ofte toe-zeyt, den beloover is Schuldigh:
that is,
Whoſoever promiſeth, the Promiſer is Debitor.

See the Second Article in the *Rules of Aid*, place 62. but here is the *difference*, which of theſe two is the *Promiſing* Party? I ſay, the *Buyer* cannot be taken for a *Promiſer*, but onely for a *Deſirour*; for he cannot *obtain*, except the *Man* with whom he treateth, grant his Requeſt: therefore the Subſtance of the matter lyeth on the *Deliverer's* ſide; for which purpoſe I enter him *Debitor:* for *Promiſe obligeth.*

78. *Phil.* I buy Wares upon Delivery (as before) and bind him to the Performance by Money that he giveth me.
Sch. Then to the 76 add, Caſh Debitor to the Promiſing-man. This is not uſual.

79. *Phil.* But if I bind him, by giving him part in hand, what? *&c.*
Sch. The Promiſer Debitor to Promiſe-Reckoning, and to Caſh for the paid money.

To buy a Ships Part.

80. *Phil.* I buy $\frac{1}{16}$ of a Ship, paying part in Ready-money; part with Wares for the Ships uſe, the Remainer upon 12 months time.
Sch. Ship Debitor to the Selling-Man for the whole: *and then*, Selling-Man Debitor to Caſh for the Money; and to *Wares* for the quantity and value.

To buy a Houſe.

81. *Phil.* I buy a *Houſe* for Ready-money; but ſo, that there is a Legacy of 200*l.* ſtill upon the ſame, for which I pay yearly Rent, untill I releaſe the Principal.
Sch. Houſe Debitor to Caſh for the paid Sum, *and then*, Houſe Debitor to *R. R.* his account of *Legacies* and *Rents*, for the Principal, and one years Rent: ſpecifying in the Journal at how many years purchaſe, and at what price the ſame may be releaſed, if I will buy it out.

82. *Phil.* I buy a Houſe of a Man, for which I pay part now; the Reſidue of the Principal is to be paid upon yearly conditions; but ſo that another man hath a Legacy out of the ſame, for which I pay him yearly Rent, beſide the firſt coſts.
Sch. Houſe Debitor to *A. B.* for the whole coſts upon time: *then*, Houſe Debitor to *B. C.* his Account of *Rents* and *Legacies*: then, *A. B.* Debitor to Caſh for the preſent payment.

To buy Legacies.

83. *Phil.* I buy in a Legacy of *R. R.* with Gains; paying him part with an Aſſignation upon *A. B.* from *B. C.* part with Rye, prized now at 6 months, which is to be diſcounted; and the compleat Remainer in Banck, for which he alloweth me Banck-moneys advance.

Sch.

Sch. *R. R.* Debitor to Profit and Loſs for the Gains. 2. *R. R.* Debitor to *B. C.* for his Aſſignation payable by *A. B.* 3. *R. R.* Debitor to Rye, for the price at 6 months. 4. *R. R.* Debitor to Banck for the compleat payment. 5. Rye Debitor to *R. R.* for the diſcount. 6. Caſh Debitor to Profit and Loſs, for Banck-monies advance.

84. *Phil.* I buy a Legacy (with advance) of *C. D.* due to him from a certain Houſe, poſſeſſed by others: part by his order I pay unto *D. E.* by an Aſſignment upon *E. F.* for the account of *F. G.* or that I received from *F. G.* the remainer I pay in Banck by his order upon the account of *G. H.* abating Banck-monies allowance.

Sch. Poſſeſſing People, My account of Legacies and Rents, Debitor to *C. D.* for the whole ſum that it coſt me. 2. The ſame again Debitor to Profit and Loſs, for as much as the Legacy by their Contract is more worth than I bought it for. 3. *C. D.* Debitor to *F. G.* for an Aſſignment delivered to *D. E.* upon *E. F.* by his order. 4. *C. D.* Debitor to Banck, for his uſe made good upon the account of *G. H.* 5. *C. D.* Debitor to Profit and Loſs, for abatement of Banck-monies allowance.

Shipping of Wares to ſell for my account.

85. *Phil.* I Ship away Wares that already are charged Debitors upon my Book; how ſhall I enter them?

Sch. Voyage to *Roan*, conſigned to *Jean du Boys*, Debitor to Wares; to wit, giving them ſuch a Title at their diſcharge, as was ſet upon them at their charge.

86. *Phil.* I Ship away Wares that I now buy, and pay preſent money; not booking them upon an account of Wares.

Sch. Voyage (as above) Debitor to Caſh, for the firſt coſts.

87. *Phil.* I Ship away Wares that I buy upon 4 months, to ſtand out the Time, not booking them upon an account of Wares.

Sch. Voyage (as above) Debitor to the Man: See the 66. place.

88. *Phil.* I Ship away Wares that I buy at 6 months, ſtanding out 2 months, and then to diſcount for 4 Months; not booking them upon an account of Wares.

Sch. Voyage (as above) Debitor to the Selling-man for the whole, and being diſcounted, The Selling man Debitor to Voyage, for the diſcount.

89. *Phil.* My Factor or Friend at *Amſterdam*, by my order ſendeth Wares to *Roan* (or to the like ordered place) to be ſold for my account.

Sch. Voyage to *Roan*, conſigned to *Jean du Boys*, Debitor to my Factor, or Sending man; whether it be bought for Ready-money, or Time, the Entrance is all as one, except an account of Time and Ready-money were kept between us, in reſpect of giving or taking Intereſt of each other: of which is ſpoken in the 120. place: compared with the 11. member in the 108. place.

90. *Phil.* At the ſending of theſe Wares I pay Cuſtome and other Charges here.

Sch. Voyage to N. conſigned to *N. N.* Debitor to Caſh, for Cuſtome, Charges, and alſo Inſurance, if inſtantly paid.

91. *Phil.* But if the Inſurance be not paid untill advice of the Arivement to the place whither it was intended.

Sch. Voyage (as above) Debitor to the Inſuring man.

SELLING.

92. *Phil.* I ſell Wares, and receive the money inſtantly.

Sch. Caſh Debitor to thoſe Sold Commodities.

93. *Phil.* I ſell Wares, but am to receive the Money ſome days after, or perhaps ſome months after the ſelling time.
Sch. The Buying Man is Debitor to the ſold commodity: *Vide* 66. place, comparing them with part of the enſuing.

94. *Phil.* I ſell Wares, receiving in part Ready-money; the reſidue upon two months.
Sch. The Buying man Debitor to the Delivered Wares, for the whole ſum: *and then,* Caſh Debitor to the Buying man, for the received ſum.

95. *Phil.* I ſell Wares, part upon 6 months Diſcount; then the Diſcounted Neat-ſum, and the remaining Reſidue of the Principal to ſtand out upon Intereſt.
Sch. Buying man Debitor to Wares for the firſt agreed price, unrebated: 2. Buying man Debitor to Intereſt Reckoning for the value. 3. Wares Debitor to Buying man for the Diſcount.

96. *Phil.* I ſell ſeveral Wares at 11. months times price, diſcounting immediately: in payment of the ſame, I receive of himſelf part money, part by Aſſignment, firmed by *B. C.* indoſſed unto *C. D.* The remainer is made good in Banck upon the account of *D. E.* by order of *E. F.* abating Banck-monies allowance.
Sch. 1. Buying man Debitor to thoſe Wares (howſoever named) for the value of the firſt unrebated price. 2. Caſh Debitor to the Buying man, for the money received from himſelf directly; *and* for the money received by his Aſſignment delivered to me. 3. *E. F.* Debitor to the Buying man, for the money by his order made good in Banck upon the account of *D. E.* 4. Profit and Loſs Debitor to the Buying man, both for Banck-monies allowance, and Diſcount: *Vide* 70. place by this ☞ hand.

Selling for other Wares:
Barter, or Truck.

97. *Phil.* I ſell Wares for other Wares, the Truck being equal.
Sch. See the 71. place in Buying.

98. *Phil.* I ſell Wares, receiving in payment other Wares and Money.
Sch. Buying man Debitor to my delivered Wares, for the whole: *and then,* Received Wares, for the quantity and value; as alſo, *Caſh* for the received Money Debitor to the Buying man.

99. *Phil.* I ſell Wares receiving back a greater parcell, and re-pay the Over-plus in money.
Sch. Received Wares Debitor to the Trucking man for the whole: *and then,* Trucking man Debitor to the delivered Wares; and to *Caſh* for the money: See 75. place. And ſo I proceed to Wares ſold, to be

Delivered by me 2 or 3 Weeks or Months after the Agreement.

100. *Phil.* I ſell Wares, agreeing now for quantity and price; but am to deliver them 2 or 3 Weeks or Months hence.
Sch. Promiſe-reckoning Debitor to the Promiſed man; nominating the quantity quality, *&c.* and price.

101. *Phil.* But if he give me part of payment now in hand, to bind me to performance of the delivery.
Sch. Caſh Debitor to the Promiſed man.

Phil.

102. *Phil.* But if I by giving of him money, bind him to the Receit.
Sch. Promiſed Man Debitor to Caſh for the Money.

Abatements upon Wares bought: See 69. and 70. Places.
Abatements upon Wares ſold: See 95. the 3. branch.

103. *Phil.* I buy Wares for the value of 200. l. each ½ upon 3. and 3 months, diſcounting the whole preſently.
Sch. Wares Debitor to the Man for the whole 200 l. *And then,* Selling-man Debitor to Wares for the diſcount of 100 l. for 3 months time: *Again* Selling-man Debitor to Wares, for the diſcount of 100 l. for 6 months time.

104. *Phil.* I ſell Wares to the value of 300 l. payable at 4. 4. and 4. months, preciſe, each pay an equal Third; after ſome few days we agree for the preſent diſcount *à proportione,* times payments.
Sch. The Buying-man Debitor to Wares for the whole: *then,* Wares Debitor to the Buying-man. 1. For the diſcount of 100 l. for 4 months. 2. For the diſcount of 100 l. for 8 months. 3. For the diſcount of 100 l. for 12 months: for ſo were their firſt payments agreed to be paid; and therefore ought to be ſo rebated.
But this is here a digreſſion; therefore to the matter of Abatements, which at preſent we have in hand.

105. *Phil.* I have formerly *bought* Wares, which I then, according to Time, and Price, entred to book; but I find. 1. Either defect in the Commodity. 2. Or I abate him upon the whole parcel the odd pence.
Sch. The Selling-man Debitor to thoſe Wares, for either, or both: See 70. place.

106. *Phil.* Formerly I *ſold* Wares, and according to Price and time, I then booked them; but he that bought them, findeth, 1. Either defect in them: 2. Or he abateth me upon the whole parcell ſome odd Money.
Sch. The Wares are Debitors to the Man, for either, or both. I will make it brief: for,

Abatements in { *Wares* {Bought / Sold} at 6 months diſcount: {Selling-man Debitor to Wares. / Wares Debitor to Buying-man.
Money {Received / Paid} before the Time: {Profit and Loſs Debitor to Paying-man. / Receiver Debitor to Profit and Loſs.

Nota, If Abatements be made upon your ſold commodity, by reaſon of diſcounts; ſhortneſs, or badneſs in your Commodity it being opened: or, by deduction of ſome odd pence or ſhillings; it is all one manner of Entrance: *Wares* Debitor to the Buying-man. Enter the contrary in abatements for Wares bought.

For Money Received, or Paid before the Time.

107. *Phil.* Of *A. B.* I receive an Aſſignation in payment, payable by *B. C.* four months after my Receit; which I accept of *B. C.* being the ſufficienter Man: three months being expired, *B. C.* deſireth to pay in the Money, enjoying allowance, *à proportione,* of the time to come; whereunto I condeſcend.
Sch. Firſtly, *B. C.* Debitor to *A. B.* for the Aſſignations value: 2. Caſh Debitor to *B. C.* for the Received Money: 3. Profit and Loſs Debitor to *B. C.* for the Rebatement.
Nota, In place of Profit and loſs, Intereſt-Reckoning may paſs, if we keep an account of Received, or, Paid Intereſts: or, if we will know what is Gained or Loſt that way.

Paying before the time is juſt the Oppoſite.

108. *Phil.* To proceed according to the *Tables-tenour*, what followeth?
Sch. The next matter to be ſpoken of in *Order*, is

RECEIVING:

1. *Of a Debitor*, in part, or full payment: 1. *Money*, Caſh Debitor to the Paying Man. 2. *Wares:* Wares Debitor to the Paying Man. 3. *Aſſignation*, the Man obliged to pay, Debitor to the Paying Man. *Nota*, A man may keep the Aſſignation untill it be diſpoſed of, and then enter the Man to whom we deliver the Aſſignation for Payment Debitor to the Man from whence it came.

2. *Upon Depoſito:* the ſame being paid me preſently or not preſently: 1. If preſently, Caſh Debitor to the *Lender*, his Account of Intereſt, for Chief-ſum, received: *and then*, Profit and Loſs, (or rather) Intereſt-reckoning, Debitor to the Lender, his Account of Intereſt for the allowance. *Nota*, I enter rather his account of Intereſt, than to intermix it with his Trafficking Account. 2. But if we receive it not preſently; *then enter*, the *Promiſing Man* Debitor to Intereſt-reekoning for the promiſed Sum: and being in Money received, *then enter*, Caſh Debitor to the Promiſing Man, for the received Principal: *Again*, Intereſt-reckoning Debitor to the Performing Man, for Principal and Rent-ſum.

3. *Expired Intereſts* of former Lent-money, Chief-ſum ſtill continued: Caſh Debitor to Intereſt-reckoning, if the detainer of the Principal be not charged upon his Account before for the Intereſt-ſum: or elſe, Caſh Debitor to the detainer of the Principal, becauſe he was charged before for the Intereſt-ſum.

4. *Inſurance-Money*, for the Inſurance of another Man's ſent Goods: Caſh Debitor to Inſurance-reckoning, if I deal much that way: Or, Caſh Debitor to Profit and Loſs: *Nota*, But if the Man be already charged upon my Book for the promiſed Inſurance; *then enter*, Caſh Debitor to the Man. Compare this and the 91. place, which is the Oppoſite.

5. *Wares promiſed me in the 76. place:* Concerning which all manner of Caſualties are comprehended in, 1. Receiving the even promiſed quantity; *for that enter*, *Wares* Debitor to the Promiſer: *then*, Promiſe-reckoning Debitor to the Promiſer for his Promiſe performance. 2. Receiving *more*, *Wares* Debitor to the Promiſer for the Received value; *then*, Promiſe-reckoning Debitor to the Promiſer for the value of the firſt agreed ſum. 3. Receiving *leſs*; this is even with the ſecond.

6. *By Exchange* for *Franckford*, *Hambrough*, (or the like) having no man there to repay it, but take it here at double uſance, as the Exchange now goeth for thoſe places, to repay it here again at three uſo's, at price as the Exchange ſhall go there at the expired time, when my drawn-money ſhall be due there at double uſance: *for this enter*, if preſently received, Caſh Debitor to *Franckford-Exchange*, *Hamburgh-Exchange*, &c. If you agree to day, and will book it preſently, albeit you are not to receive the Money before 2 or 3 days hence; *then enter*, Promiſing Man Debitor to *Franckford-Exchange* for the Promiſed value: making in your Exchange-account double Lines to know the Gain or Loſs upon the foreign Coins: for from thence muſt your Gain or Loſs be known, and not from your Engliſh-money: And when you receive the promiſed Money, *enter*, Caſh Debitor to the Promiſing Man. *Again*, when your 2 months is expired, and that the Money is to run 3 months upon the return, before you repay it here; *then enter*, *Franckford-Exchange* Debitor to the Man to whom it muſt be repaid back; and the time of Payment being expired, ſo that we pay the Man, *enter*, Man Debitor to Caſh, and there is an end with him: concerning now your *Franckford-Exchange*, the Gain or Loſs upon the ſame concerneth you.

7. *A Houſe by Marriage:* Houſe the *Mary-gold* in *Fan-church-ſtreet*, Debitor to Profit and Loſs. *Nota*, This might be preſently carried to *Stock*, but all whatſoever paſſeth through the Waſte-book in time of Trading, I (for uniformities ſake) paſs unto Profit and Loſs. It is but a Ceremony, each his choice.

8. *A Legacy by Marriage:* The Obliged Man, or Houſe, (which you pleaſe) Debitor to Profit and Loſs, for Principal and Rent-ſum: *Nota.* If you take the man, *enter*, Obliged

liged man his account of Legacies and Rents, Debitor to Profit and Loſs for Principal and Rent-ſum.

9. *Money drawn by us*, upon our Factor, keeping book after a plain manner, *without* an account of *Time* and *Ready money*. Conſider, 1. If upon the delivery of your Bill, you preſently receive the Money, *then enter*, Caſh Debitor to *Allert Allertſon* at *Paris my* account. 2. If you deliver your Bills to night, becauſe the Poſt goeth away (this is uſual in *Holland*) and you are to receive your Money ſometime to morrow, *then enter*, The Man (becauſe he hath your Bills) Debitor to *A.A.* at *Paris*, *my* Account, and he paying you, Caſh Debitor to the Man.

10. *Money remitted unto us* by our Factor, booking it after a plain way as above. 1. If received upon ſight of the Bill, *then enter*, Caſh Debitor to *A. A.* at *Roan*, *my* Account. 2. If not upon ſight, *then enter*, The Acceptor Debitor to *A. A.* at *Roan*, *my* Account; and he paying you, Caſh Debitor to the Acceptor.

11. *Money drawn by us* upon our Factor, keeping Book with an Account of *Time* and *Ready-money*; becauſe I allow him Intereſt for his diſburſed Money; *then enter*, If preſently received, Caſh Debitor to *Bartell Bartelſon* at *Amſterdam my* Account of *Time*, untill the expired time of the Bill; *and then*, *B.B.* at *Amſterdam my* Account of *Time*, Debitor to *B.B.* at *A. my* Account of *Ready-money*; becauſe he is then to pay it.

12. *Money remitted unto us* by our Factor, booking it as the 11. is booked: Caſh, or Acceptor Debitor to *B.B.* at *Amſterdam my* Account of *Ready-money:* Notin g*time* of payment; for he cannot (ordinarily) remit, but he payeth preſently, except he remit in his own hands, I having the like value of his in *my* hands.

109. *Phil.* I perceive you preſs hard upon the word *MY:* What is the reaſon?

Sch. The word *MY*, diſtinguiſheth between *HIS* Account and *MY* Account of *Time* and *Ready-money*. Between *HIS* and *MY* Account in plain ſtyle. Between *HIS* Account by *me* in Company, and my Account by *him* in Company; but of this hereafter in due place.

110. *Phil.* Let us then proceed to the next matter of the *Table*, in the 63. place.

Sch. The next ſpeaketh of

GRATUITY,

whether given or received. If I give away any thing, *then enter*, Profit and Loſs Debitor to the Given matter, that ſtood upon my Book. If I Receive a Gift, *then enter*, Received thing Debitor to Profit and Loſs. *Nota*, In Princely Books, and in Great-Companies, as *Eaſt-India*, or the like; they keep an account of *Gratuity* apart: making *Gratuity-reckoning* Debitor to all that they give away: and all what is given them Debitor to *Gratuity-reckoning*, that they may know what is gained or loſt that way.

111. *Phil.* What is the next depending matter in the *Table*?

Sch. The following matter in the *Table*, that preſenteth it ſelf to our view, is

PAYING.

1. *Unto a Debt-demander:* Wares; Debt-demander Debitor to *Wares:* 2. Money; Debt-demander Debitor to Caſh. 3. Aſſignation of mine own: He Debitor to the man upon whom mine Aſſignation is made. 4. Aſſignation by another given me in payment: He Debitor to him of whom I had the Aſſignation.

2. *Upon Depoſito*, or Intereſt, delivering the ſame preſently, *enter*, The *Taker* Debitor to Caſh for Principal; *then*, to Intereſt for Rent-ſum. 2. Not delivering preſently, Intereſt-reckoning Debitor to the Promiſed man for Principal onely; and when we deliver the Promiſed Money, *Taker* Debitor to Caſh for Principal: Again, *Taker* Debitor to Intereſt-reckoning for Principal, and Rent-ſum.

3. *Expired Intereſts*, whoſe Principal we ſtill detain upon *Depoſito*, Intereſt-reckoning (if the Man be not credited upon his account) Debitor to Caſh; elſe, He Debitor to Caſh.

4. *Such*

4. *Such as I had formerly ſold upon Delivery:* Conſiſting in an equal quantity according to Promiſe: *Promiſed-man* Debitor to Wares for the delivered quantity; and then, *Promiſed-man* Debitor to Promiſe-Reckoning, for my Promiſe performance. Whether we deliver *more* or *leſs*, he muſt be charged for the *now* delivered quantity; and for that quantity that he was firſt promiſed, that ſtandeth always firm to be writ back, leſs nor more.

5. *Upon Ships-keele with advance*, uſual: The Shipper or Receiving-man Debitor to Caſh for the Principal, and to Profit and Loſs for the advance. And when he repayeth the ſame to my *Factor* or *Man* appointed; *Factor* or *Man* Debitor to the Shipper for Principal and Advance. Seldom uſed: not to uſe the *Takers* name, but preſently carry it to the Factors Account; Factor Debitor to Caſh for Principal, and to Profit and Loſs for the advance. This is much uſed between *Eaſt-land* and *Holland*'s-trading; and call it *Bodemery:* we may call it *Keele-reckoning*, or Hazzard upon Ships-keele, avoiding Profit and Loſs, to ſee what is advanced or diſadvanced that way.

6. *An Exchange drawn upon us* by our Factor, keeping Book without an Account of *Time* and *Ready-money:* paying the Bill at ſight: *Charles Robinſon* at *Amſterdam* My Account, Debitor to Caſh. Not paying the Bill at ſight, *C. R.* at, *&c.* My Account Debitor to the Bills preſentor: and time being expired, that I pay him; *He* Debitor to Caſh or Banck.

7. *An Exchange remitted by us*, to our Factor, keeping Book as above: we paying the man here, at the Receipt of his Bills upon the Payer at *Amſterdam*, Factor My Account Debitor to Caſh. But the Poſt is going to night, and I receive the Bills here, paying the Money to morrow, Factor my Account Debitor to the Man here, whoſe Bills I have received; and when I pay him, the man here Debitor to Caſh.

8. *An Exchange drawn upon us*, by our Factor, booking it with an Account of *Time* and *Ready-money:* Paying at ſight of the Bill: *Charles Robinſon* at *Amſterdam* My Account of *Ready-money*, Debitor to paying matter. But you are to take notice of his time of Receipt, for the taking and giving of Intereſt. If you pay not at ſight of the Bill, Factor My Account of Ready-money Debitor to the Bills preſentor: the time being expired, and we pay him; He Debitor to paying matter.

9. *An Exchange remitted by us*, to our Factor, booking it as the eighth: paying preſently; Factor My Account of Time, Debitor to paying matter; and being paid him there, Factor My Account of *Ready-money*, Debitor to Factor my Account of *Time*. But if you receive the Bills to day, and pay to morrow, Factor my Account of *Time*, Debitor to the Man here; and paying him, He Debitor to the paying matter. *Again*, the time being expired that my Factor receiveth the Money there, Factor My Account of *Ready-money*. Debitor to Factor my account of *Time*.

112. *Phil.* I ſee by the *Table* that you have in ſome meaſure waded through

DOMESTICK AFFAIRS

in Proper accounts: proceed according to the *Tables-tenour*, to that which next in order followeth.

Sch. The next depending matter to treat of, is

FOREIGN AFFAIRS

in Proper accounts; the ſame again conſiſting in *Advice* and *Returns*.

113. *Phil.* Explain the *firſt*.

Sch. Advice from our Factor may be, 1. That the ſent commodities, or part of them are ſold. 2. That part of thoſe ſent commodities are loſt at Sea, or the like.

114. *Phil.* Inſtance the firſt.

Sch. Concerning the Advice of *Sales* the ſame may be booked *without* or *with* an account of *Time* and *Ready-money*. *Phil.*

115. *Phil.* Shew ſome Examples how to book them without an account of *Time* and *Ready-money.*

Sch. Enter the Advice as this, *Jean du Boys* at *Roan*, My account Debitor to Voyage to *Roan*, conſigned to *Dito Jean*, for the Sales being ſold, either in part or whole.

116. *Phil.* How book you the Advice of Sales, *with* an account of Time, and Ready-mony?

Sch. Four things may be obſerved. 1. If ſold for *Ready-money*, *Jean du Boys* at *Roan*, My account of *Ready-money*, Debitor to Voyage to *Roan*, conſigned to *Dito Jean* for Sales. 2. If ſold at Time, *Jean du Boys* at *Roan*, my account of *Time*, debitor to Voyage, *&c.* And when the Time is expired, and money by him received, *then enter Jean du Boys* at *Roan*, My account of *Ready-mony*, Debitor to *Dito Jean* My account of *Time*. 3. If ſold part *mony*, the reſt to ſtand out 6 months, *then enter*, *Jean du Boys* at *Roan*, My account of *Time*, Debitor to Voyage, *&c.* for the whole ſale: and then, *Jean du Boys* at *Roan*, My account of *Ready-mony*, debitor to *Dito Jean* My account of *Time*, for ſuch part as is received. 4. If he adviſe you, that the commodities ſold upon *Time* are rebated, and the *money* received, *enter Voyage* to *Roan*, conſigned to *Jean du Boys*, debitor to *Dito Jean*, My account of *Ready-money* for the diſcount: *and then*, *Jean du Boys* at *Roan*, My account of *Ready-money*, debitor to *Dito Jean* My account of *Time*, for the ſum that ſtood out upon Time.

117. *Phil.* Inſtance the goods loſt at Sea.

Sch. Two things are to be obſerved. 1. Whether they were not Inſured. 2. Or Inſured. If not inſured, Profit and Loſs Debitor to the Voyage. If Inſured, the Inſurer Debitor to the Voyage. Compare this with the 91. place.

118. *Phil.* Having finiſhed the Article of *Advice*, proceed to the Article of *Returns*, as in the 112. place is mentioned.

Sch. Returns generally are *Wares*, or *Mony*; the Returns in *Wares* are by us booked *without*, or *with* an account of Time and *Ready-money*.

119. *Phil.* Inſtance the firſt.

Sch. Wares, debitor to *Jean du Boys* at *Roan*, My account for principal, and charges done by him: *Again*, whether they were bought for *Time*, or *Ready-money*, the entrance in our book is all one.

120. *Phil.* Inſtance the ſecond.

Sch. Obſerve the enſuing Circumſtances. 1. If bought for *Ready-money*; *Wares* debitor to Factor My account of *Ready-maney*, for principal and charges. 2. If bought at Time: *Wares* debitor to Factor my account of Time for principal; and *Wares* debitor to Factor My account of *Ready-money*, for charges paid by him. 3. If part money, the remainer to ſtand out 6 months: *Wares* debitor to Factor My account of *Time* for the whole. *Wares* debitor to Factor My account of *Ready-mony*, for charges paid by him: *and then*, Factor My account of *Time*, debitor to Factor My account of *Ready-money*, for ſuch value as is paid by him. *Otherwiſe*, and briefer; *Wares* debitor to Factor My account of *Time*, for Principal, and charges. Factor My account of *Time*, debitor to Factor my account of *Ready-money* for the part of principal paid, and charges. 4. *And* being diſcounted: Factor My account of *Ready-money*, debitor to Wares for the diſcount; *then*, Factor My account of *Time*, debitor to Factor My account of *Ready-money*, for the whole remainer upon account of Time.

121. *Phil.* In the 118. place is mentioned, that *Returns* generally are *Wares*, or *Money*; and having inſtanced *Wares*, now remaineth to ſpeak of *Returns* in *Money*.

Sch. Concerning the contents of Returns in *Mony*, which commonly are by Exchanges: See the 9, 10, 11, 12 members of the 108. place in *Receiving*; and ſo I *finiſh* the *Table* of Accounts PROPER, being the firſt in *Order*, as in the 62. place, whoſe *Sub-diviſions* are *diſplayed* in the 63. and in ſeveral Inſtances *diſmembred*, as by the work appeareth.

Phil.

122. *Phil.* Having in ſome meaſure waded through Proper Accounts, proceed to that which in Order is next to be ſpoken of.

Sch. The matter that next preſenteth it ſelf to our view, as in the 62. place appeareth, is

- *Factorage* Account in
  - *Domeſtick-affairs*, conſiſting in
    - *Receipt* of
      - *Wares* booked
        - Without a Factor-book: See 123. place.
        - With a Factor-book: See 138. and 141. place.
      - *Money*——See 143 place.
    - *Sales of Wares.*
      - Without a Factor-book: See 147. place.
      - With a Factor-book: See 157. place.
    - *Returns* in
      - *Wares* booked
        - Without an account of Time, and Ready-money: See 158. place.
        - With an account of Time, and Ready-money: See the 161. place.
      - *Money* booked
        - Without an account of Time, and Ready-money: See 164. place.
        - With an account of Time, and Ready-money: See the 166. place.
  - *Foreign-affairs*, conſiſting in
    1. Commiſſion *Wares* ſent to another Town, or Land, they not being vendible here: See 169. and 170. places.
    2. Advice that thoſe Commiſſion Wares are ſold: See 171. place.
    3. Returns in
       - Wares: See 172. place.
       - Money: See 173. place.

EXPLICATION.

123. *Phil.* There wanteth now your enlargement upon each Member, for the Learner his better apprehenſion.

Sch. The *Table* is entred to find each matter in *Order*, but the unfolding of each member is to be found under the diſ-membring places of each Member; as for Inſtance, I begin with

Receipts of Wares,

to ſell in Commiſſion, booked *without* a Factor-book: and without an account of *Time*, and *Ready-money*.

124. *Phil.* Expreſs the ſame with ſome Inſtances.

Sch. The booking of ſuch received Wares in commiſſion, without a Factor-book is to *keep* an account of Commodities Quantity (if Piece-wares) in the Leager; as in Proper

per accounts: *Example*, *John Knoll* at *Amſterdam* His account of Maces, Debitor to Caſh for charges done at the receipt of the ſame.

125. *Phil.* Suppoſe the ſame to be ſold, upon the which ariſeth *after-charges*, as Garboling, Labourers, Brokage, *&c.*
Sch. Then enter, *J. K.* His account of Maces debitor to Caſh for after-charges.

126. *Phil.* Suppoſe that upon thoſe Sales aroſe abatements.
Sch. J. K. His account of Maces debitor to the Trading man for the abatements.

127. *Phil.* How ſhall I book my Ware-houſe-room, and my proviſion?
Sch. J. K. His account of Maces debitor to Profit and Loſs for the ſame.

128. *Phil.* Suppoſe the Maces are all ſold, and in Credit of the account the Sales produce 2200*l.* The charges, abatements, Ware-houſe-room and proviſion in Debet, amount unto 200*l.* What will be done with the differing 2000*l.* too high in Credit?
Sch. J. K. His account of Maces Debitor to *John Knoll* at *Amſterdam*, His account Currant: then is the account of Maces balanced.

129. *Phil.* Having expreſſed the ſame *without* an account of *Time* and *Ready-mony*, inſtance it *with* an account of *Time* and *Ready-money*.
Sch. All accidentals whatſoever may befall, are included under one of the former four Debitors: and more cannot in ſubſtance ariſe. Three of the which are in uſe, not the fourth, or the concluſion.

130. *Phil.* Inſtance the firſt three.
Sch. Unto the *Debet* and *Credit* in the 124, and 125. places (which are as one) add, *J. K.* His account of *Ready-mony* debitor to *J. K.* His account of Maces, for the charges of each, or both. Unto the 126. place, which is *J. K.* His account of Maces Debitor to Trading-man; *add*, *J. K.* His account of *Ready-money*, Debitor to *J. K.* His account of Maces. *Add* the like unto the 127. place.
With the 128. place we have here nothing to doe, that having in the matters paſſages, paſſage another way.

131. *Phil.* Proceed to the next point.
Sch. Our Task is not ended here; for here ariſeth two other manner of entrings, *without* a Factor-book, that are very uſefull and commodious. I inſtance the firſt thus *J. K.* His account of Rye debitor to *J. K.* His account of Caſh, for charges by me laid out upon the Receipt, *&c.* Here you ſee His Caſh is more Creditor than Debitor, becauſe the money is paid out of your own Caſh: this is a general uſe amongſt many; this way they are well acquainted withall. But how ſtands your own Caſh in the mean while? Your own Caſh hath paid-out, but hath no Creditor. What now? *Are not the Hogs in the Corn at home?* Yes, *But we cannot tell how to get them out: then enter*, *J. K.* His account of Caſh Debitor to Caſh proper, and the wound is cured for your laid-out money: and in the Debet of his Caſh appeareth, that he hath no other money but what he had from you.

132. *Phil.* Will you alter the Debet and Credit in the 126. place, concerning Abatements?
Sch. No, that remaineth as it is there.

133. *Phil.* What change ariſeth upon the 127. place?
Sch. J. K. His account of Rye Debitor to *J. K.* His account of Caſh, for proviſion, *&c.* and *then enter*, Caſh proper debitor to Profit and Loſs for the proviſion: for it being writ from His Caſh, muſt needs come into yours. Some of our Factors in the City have told me, that they could never make their Caſh balance: but this inſtructeth them. The 128. place remaineth as it is.

134. *Phil.* But in the 131. place I laid out his charges, where ſhall I have them again?
Sch. When you have received any Money into His Caſh for ſold Wares, or the like; enter, Caſh proper Debitor to *J. K.* His account of Caſh, for your paid out value.

One other form of booking Factor-accounts without a Factor-book, is uſual: wherein the *Owner of the Wares* deſireth to be made Creditor in our Books, for the value by him ſet upon them.

135. *Phil.* Inſtance the ſame.
Sch. John Knoll His account of Rye Debitor to *John Knoll* His account Currant; for the (by him) rated Principal: and then, *J. K.* His account of Rye Debitor to *J. K.* His account of Caſh for Charges. As for after-charges, abatements and proviſion, book them as is inſtanced by the former entred Documents.

136. *Phil.* If his Rye by the Sales produce more than his firſt rates and charges do amount unto, ſo that the credit of his Rye is heavieſt; how ſhall we deal in the ſame?
Sch. J. K. His account of Rye debitor to *J. K.* His account Currant, for the difference.

137. *Phil.* But how if they yield leſs?
Sch. J. K. His account Currant debitor to *J. K.* His account of Rye; for ſo much as the coſts and charges are heavier than the Sales. This in brief of the paſſages that may befall in booking of *Wares* without a Factor-Book, which we receive to ſell in Commiſſion.

Wares received to ſell in Commiſſion, booked with a Factor-book: but without an account of Time and Ready-money.

138. *Phil.* Proceed to ſome inſtances.
Sch. Firſt, I intend to ſpeak a word or two of the Factor-book's-form of Ruling, which I know unto many will ſeem very abſurd, becauſe it far differeth from the form of all other Writers: yea, from the practice amongſt Merchants: howſoever *Truth fears no Taunts.* You are not compelled to Imitation. The form of the Factor-book ſhall in due place expreſs itſelf with ſeveral lively Inſtances.

139. *Phil.* Shew how you would have it ruled.
Sch. In brief, it ought to be ruled as the Leager is uſually ruled, with two and four lines; becauſe it hath its reflexion upon the Leager, as the Leager parcells *Debitors* have upon each others *Creditors.* Example: When you receive a parcell of Wares to ſell as *Factor*, and you pay charges upon them, then you enter that received parcell upon the left-ſide of the Factor-book, and the charges in particulars: let the charges be 5 l. between the two lines (before the Money-lines) you enter the Leagers Caſh-folio, to ſhew upon what leaf Caſh in the Leager is made Creditor for that 5 l. And when you book thoſe charges in your Leager upon an account of him whom they do concern; then you write them from the Debet of the Factor-book into the Credit, there ſhewing the leaf of the Leager, where the man is made a Debitor for thoſe charges. And the account in the Factor-book will ſtand in a form juſt as the Leager ſtandeth in the 130. place, with an account of *Time* and *Ready-money.* But this will ſeem very obſcure to the Learner; therefore I leave it to the view of the Factor-book it ſelf, becauſe ſight (often) giveth better content than the Pen.

But I will expreſs the general uſe of a *Factor-book* amongſt Merchants, whoſe proper uſe of the ſame is to enter each received Pack, or Parcell alone upon the *left-ſide* of the Factor-book, with the Quantity, Quality, Marks, Numbers, and particular charges done at the Receipts and Sales: as alſo the diſcounts, abatements, with

proviſions,

proviſions, and the like accidentals: *Nota*, and when they, or any part of them are ſold, then on the *right-ſide*, they write the Day, Month, Man, Time, Conditions, Pieces, Marks, Price, and the value drawn out in the Lines: Nevertheleſs, they keep an account of the quantity in their Leager, which I applaud.

140. *Phil.* Why do they in their Factor-book keep each Pack, or Parcell alone?
Sch. Becauſe (the ſame being ſold) they may give an account to the Owner of each Pack alone, and the charges thereof; then can he at home add the coſts, and charges by him, and ſee what is gained, or loſt upon each Pack: and at the years end, they ſend him a general account, according to the tenour of their Leager, with his account Currant.

141. *Phil.* Relate in brief how accounts are carried *with* a Factor-book.
Sch. Being (as before is ſaid) that each Pack is apart in the Factor-Book, then do ſome Factors make but one running-account of all paſſages for that Maſter: entring upon the ſame account Currant, all what is done for that Man, as bought, ſold, paid, received, and whatſoever may happen in his behalf; but they that keep an account of commodities in their Leager, enter an account of commodities, and an account Currant, as by Inſtances ſhall hereafter be manifeſted.

142. *Phil.* There reſteth to treat of the ſame *with* an account of *Time*, and *Ready-money*.
Sch. I fear the ſame will be too harſh for the beginner; therefore I will leave it to the lively work it ſelf; which ſhall be made plain in comparing the Waſte-book, Journal, and Leager together about ſuch Queſtions, unto which I will haſten with all poſſibility.

RECEIPTS of MONEY,
1. *Remitted unto us: booking the ſame without an Account of Time and Ready-money.*

143. *Phil.* Suppoſe I receive the ſame preſently.
Sch. Caſh or Banck debitor to *A. A.* His account Currant.

144. *Phil.* Suppoſe the Bill is not yet due to be received.
Sch. The Acceptor Debitor to *A. A.* His account Currant: and being received; Caſh, or Banck, Debitor to the Acceptor.

OTHERWISE,
With an Account of Time, and Ready-money.

145. *Phil.* Suppoſe the firſt.
Sch. Caſh is Debitor to *A. A.* His account of Ready-money. If as the 144. place, Acceptor Debitor to *A. A.* His Account of *Ready-money*. And being received, Caſh Debitor to the Acceptor.

146. *Phil.* Is there any *other* variety in booking of the ſame?
Sch. There is: and firſt, upon the 143. place; Caſh for the account of *A. A.* Debitor to *A. A.* His account Currant. If as the 144. place, Acceptor Debitor to *A. A.* His account Currant: and being received, Caſh for the account of *A. A.* Debitor to the Acceptor.

RECEIPTS of MONEY,
2. *Drawn by us: booking the ſame without an Account of Time, and Ready-money.*

Here is no change: the 143. place muſt have the ſame Words: onely in the 144. place, if you deliver your Bills to night, and receive the *Money* to morrow; in place of the word *Acceptor*, uſe *Trading-man*, or *Promiſing-man*, all the other words are *verbatim*. Doe the like with the 145. and 146. places.

SALES of WARES,
Booked without a Factor-book, and without an Account of Time and Ready-money.

147. *Phil.* If I ſell them for Ready-money, and receive it preſently.
Sch. Caſh is Debitor to *B. B.* His account of Saffron, for the received value.

148. *Phil.* If I ſell, to be paid ſome days hence.
Sch. Buying man Debitor to *B. B.* His account of Saffron, for the quantity and value.

149. *Phil.* Suppoſe I ſell them upon 3 months time.
Sch. This, and the former 148. place, are alike in booking.

150. *Phil.* Suppoſe I ſell, receiving part now; the remainer to ſtand-out 4 months.
Sch. Buying man debitor to *B. B.* His account of Saffron for the whole bought parcell: *and then*, Caſh debitor to Buying man, for the received value: See 154. place.

151. *Phil.* Suppoſe the remainer upon 4 months in the 150. place, were rebated, and the reſidue of the money paid-in.
Sch. B. B. His account of Saffron debitor to the Buying man, for the diſcount: *and then*, Caſh debitor to the Buying man, for the received remainer: See 155. place.

OTHERWISE,
With an Account of Time, and Ready-money.

152. *Phil.* Suppoſe the 147. place.
Sch. Caſh debitor to *B. B.* His account of Saffron: *and then*, *B. B.* His account of Saffron, debitor to *B. B.* His account of *Ready-money* for the received value.

153. *Phil.* Suppoſe the 149. place.
Sch. The 148. and 149. are as one; and muſt be entred, Buying man debitor to *B. B.* His account of Saffron; *and then*, *B. B.* His account of Saffron debitor to *B. B.* His account of *Time:* and being paid in, Caſh debitor to Buying man; *and then*, *B. B.* His account of *Time*, debitor to *B. B.* His account of *Ready-money.*

154. *Phil.* Suppoſe the 150. place.
Sch. Unto that which is there, *add*, *B. B.* His account of Saffron debitor to *B. B.* His account of *Time*, for the whole: *and then*, *B. B.* His account of *Time* debitor to *B. B.* His account of *Ready-money* for the received ſum.
Four *Debitors* and *Creditors* ariſe after the way of my entrance. ☞ Ignorant I am not of ſome mens paſſages, who would (and may) book them with three Journal parcells, *as thus:* Buying man debitor to *B. B.* His account of Saffron; *and then*, Caſh debitor to Buying man: *and then*, *B. B.* His account of Saffron debitor to *B. B.* His account of *Ready-money.* Leaving ſtill in Credit of the account of Saffron that part which is to ſtand out. But let me tell them the Bowlers Proverb, *They are from their true Bias.* For this is a firm *Document*; all that is bought or ſold upon *Time*, muſt run upon an account of *Time*, as well as what paſſeth for *Ready-money*, or their booking will not be free from halting. Never will true Book-keeping's form bow its back to any Man's Sloth or Ignorance; but it will be *Tom-tell-troth* to the well experienced, even in the leaſt Miſdemeanour.

155. *Phil.* Suppoſe the 151. place.
Sch. Unto that which is there, *add*, *B. B.* His account of *Ready-money*, debitor to *B. B.* His account of Saffron, for the diſcount: and then, *B. B* His account of *Time*, debitor to *B. B.* His account of *Ready-money*, for that which ſtood-out in Credit of the account of *Time.*

Phil. Is

156. *Phil.* Is there any *other way* of booking the Sales?
Sch. There is: and first of the 147. place. Cash for the account of *B. B.* debitor to *B. B.* His account of Saffron. The 148. and 149. places remain as they are. The 150. and 151. have no other change, than in place of Cash, *enter*, Cash for the account of *B. B.*

157. *Phil.* What is the next matter to treat of, according to the *Tables-tenour?*
Sch. Booking of Sales *with* a Factor-book: but how the same are carried in the Leager may easily be seen in the 141. place.

RETURNS in WARES,
Unto our Masters, whom we serve in Commission: booked without an Account of Time and Ready-money.

158. *Phil.* I buy Wares for *Ready-money*, paying presently, and send them to the *Owner*, or *another* by his order.
Sch. The *Owner* debitor to Cash for Principal and Charges.

159. *Phil.* I buy them at *Time*, and send them away.
Sch. The Man for whom bought debitor to the Selling Man for Principal: *then* to Cash for Charges.

160. *Phil.* I buy, paying part *Ready money*, the remainer to stand out 6 months.
Sch. The Man for whom bought debitor to the Selling Man for the whole Principal: *then*, to Cash for Charges: *then*, Selling Man debitor to Cash for what is paid him in part of the whole.

RETURNS in WARES,
As above, booked with an Account of Time and Ready-money.

161. *Phil.* Instance the 158. place.
Sch. C.C. His account of *Ready-woney* debitor to Cash for Principal and Charges.

162. *Phil.* Instance the 159, place.
Sch. C.C. His account of *Time* debitor to the Selling Man for Principal: *then, C.C.* His account of *Ready-money* debitor to Cash for Charges: See 163. place.

163. *Phil.* Instance the 160. place.
Sch. C.C. His account of *Time* debitor to the Selling Man for Principal: *then*, Selling Man debitor to Cash for what is paid him: *then, C.C.* His account of *Ready-money* debitor to *C.C.* His account of *Time*, for paid Principal, and to Cash for the Charges.

RETURNS in MONEY,
Remitted by us unto our Masters, whom we serve in Commission: booking the same without an account of Time and Ready-money.

164. *Phil.* I remit an Exchange unto *D.D.* paying the same here presently.
Sch. D.D. His account Currant, debitor to Cash. But by the Post I send away the Bills to night, and pay the Money to morrow. *D.D.* his account Currant debitor to the Bills-deliverer: and paying him; He debitor to Cash.

RETURNS in MONEY,
Drawn upon us, booked as above.

165. *Phil.* Suppose at sight of an exchange from my Master, I pay it presently.

Sch. D.D.

Sch. D.D. His account currant Debitor to Cash; but if the Bill (either first or second) be presented to me for acceptation, as not being due till some days after: *D.D.* His account currant, Debitor to the Bill-presenting-man: and he being paid; *then*, he Debitor to Cash.

Returns in Money remitted by us: booked with an account of Time, and Ready-money.

166. *Phil.* I remit and pay presently.
Sch. E.E. His account of *Ready-mony*, Debitor to Cash: but if I send away the Bill to night, and pay to morrow, *E.E.* His account of *Ready-mony*, Debitor to the Bill-deliverer: and having paid him, Bill-deliverer Debitor to Cash.

Returns in Money drawn by us: booked with an Account of Time, and Ready-money.

167. *Phil.* Instance the 165. place.
Sch. E.E. His account of *Ready-money* Debitor to Cash; and unto the second part, *enter*, *E.E.* His account of *Ready-money* Debitor to the Bill-presentor: and then as there followeth.

168. *Phil.* Suppose I have Money there in his hands, and remit him the value in mine own Bills, payable unto himself by himself for His account.
Sch. E.E. His account currant Debitor to *E.E.* My account currant: Or *E.E.* His account of *Ready-money* Debitor to *E.E.* My account of *Ready-money*: and so I proceed to

Foreign-affairs in Factorage Accounts.

169. *Phil.* In the *Table* you mentioned three chief head-branches, express each in particular.
Sch. The first treateth of *Commission-wares* sent to another *Town* or *Land*, they not being vendible here, or the Market being here too low; whose *Returns* come back to me again, because my Master hath no acquaintance with this my Friend, nor Trading that way.

170. *Phil.* Suppose he had 12 Woollen-cloths standing upon your Book, which you send away, at the sending of which you pay 2 l. 13 s. 4 d. charges.
Sch. J.K. of *Exon* His account at *Dansicke*, consigned to *Hans Worst*, Debitor to *J.K.* His account of Woollen-cloth for 12 pieces written from the Debet, into the Credit of the cloth-account, with 2 l. 13 s. 4 d. being the charges done at the shipping: here you may perceive the account to stand well in quantity of pieces; and the cloth to be creditor for 2 l. 13 s 4 d. but your Cash hath no discharge for the monies issue: *therefore enter*, *John Knoll* of *Exon* His account of Woollen-cloth Debitor to Cash, entring in Debet of the cloth no pieces, (for they stood even before) but onely the charges, being 2 l. 13 s. 4 d. then is your cloth-account even in Money, and Cash hath its discharge for 2 l. 13 s. 4 d. and your *Dansicke*-account standeth charged for 12 pieces, and 2 l. 13 s. 4 d. for charges.

Advice of Sales in Foreign-affairs.

171. *Phil. Hans Worst* at *Dansicke* adviseth me of the Sales of the 12 cloths, whose product is ——— Florins Polish.
Sch. Hans Worst at *Dansicke*, Factor for *John Knoll* at *Exon*, Debitor to *John Knoll* at *Exon* His account at *Dansicke*, for so many Florins as the Neat Sales produce.

Returns

Returns upon thoſe Sales.

172. *Phil.* Suppoſe I receive Rye in part of Returns.

Sch. Rye for the account of *John Knoll* at *Exon*, Debitor to *Hans Worſt*, Factor for the ſaid *John Knoll*, for ſo many Florins as the Rye coſt with charges.

173. *Phil.* Suppoſe the Returns come in money preſently paid me.

Sch. Caſh Debitor to *Hans Worſt* at *Danſicke*, Factor for *John Knoll* at *Exon*: and ſo of this account we for *this time* intend an end.

174. *Phil.* Thus *time*, *in time*, will bring the *work*, and *us* to a *final end*. But being that *time* permitteth *time* to proceed, let us undergo the Task that the 62. place in Order enjoyneth us unto.

Sch. In the 62. place is *Trafficks Continual Exerciſe*, comprehended under *three* principal accounts: to wit, *Proper*, *Factorage* and *Company*: the two firſt are treated of; remaineth to ſpeak of the laſt, which now we intend by way of a brief *Table* to diſmember under the *Title* of

- Company Account, the Stock being promiſed
  - *To me*: See the 175. place. Under this Member may fitly be conſidered
    - Receipt of the promiſed
      - *Money* being
        - Equal: unto which I joyn the like ſum: See place 176, and 181.
        - Unequal: whereof $\frac{1}{3}$ is for my Partner, and $\frac{2}{3}$ for me: See place 178.
      - *Wares* being
        - Equal: unto which I joyn the like ſum: See place 179.
        - Unequal: whereof $\frac{1}{3}$ is for my Partner; and $\frac{2}{3}$ for me: See place 180.
    - *Buying* upon ſeveral conditions: See 181. place.
    - *Wares*, ſent to be ſold for Company: See the 184. place.
    - *Payments*, ſeverally: See the 188. place.
    - *Sales*, made by means of
      - My Adminiſtration: See place 191.
      - Factor, or Correſpondent: See pl. 194.
    - *Returns* from Factor or Correſpondent in
      - *Mony*: See place 198.
      - *Wares*: See place 201.
  - *By me*: See the 202. Place.

Of the Stock promiſed to me.

175. *Phil.* The *Bodies* matter being thus entred into ſeveral *Members*; let me hear your farther Explication upon each alone.

Sch. The firſt in *Order* to explicate, is, *Of the Stock* promiſed *to me*, for which I enter: *Promiſing-Partner* His account of *Time*, Debitor to *Promiſe-reckoning*; wherein may be conſidered the

1. *Receipt of the Promiſed-Money.*

176. *Phil.* Suppoſe he bringeth in the promiſed-ſum, by which I am to joyn an *equal* value.

Sch. Caſh

Sch. Caſh Debitor to Partner *his* account by me in company: *and then*, Promiſe-reckoning Debitor to Partner *his* account of Time, for *his* promiſe performance. This way with Promiſe-reckoning is not the plaineſt.

177. *Phil.* Suppoſe he is to bring in his promiſed Stock at ſeveral pay-days.
Sch. Then enter, Partner *his* account of *Time* Debitor to his account by *me* in company, for the whole. *And*, when a pay-day is expired; *enter*, Partner *his* account of *Ready-money*, Debitor to his account of *Time*, for the expired part; and being received, Caſh debitor to Partner his account of *Ready-money*. *Nota*, this *without* Promiſe-reckoning is the plaineſt and leaſt writing. And if the matter be begun *without* booking of their Promiſe; *enter onely*, Caſh Debitor to Partner *his* account by *me* in company for the ſum brought in.

178. *Phil.* Suppoſe my *Partner* bringeth 600 l. into my hands, whereof $\frac{1}{3}$ is for him, and $\frac{2}{3}$ for me, taken of him at Intereſt.
Sch. Caſh Debitor to Partner *his* account by me in company, for the whole: *then*, Partner *his* account by *me* in Company, Debitor to Partner *his* Intereſt-account for my $\frac{2}{3}$: *then*, Intereſt-reckoning *proper* debitor to Partner his Intereſt-account, for the Intereſt.

2. *Receipt of the Promiſed Wares.*

179. *Phil.* Suppoſe my Partner bringeth 10 Broad-cloths into the Company, againſt the which I bring an equal value of Broad-cloths, that are already booked in my Leager.
Sch. Broad-cloth in Company for Partner and me each $\frac{1}{2}$ debitor to Partner *his* account by me in Company: *then*, Broad-cloth in Company for Partner and me each $\frac{1}{2}$ Debitor to Broad-cloth proper.

180. *Phil.* My Partner ſendeth me for our Company, Kerſies, which coſt 600 l. being $\frac{1}{3}$ for him, and $\frac{2}{3}$ for me; paid by him $\frac{1}{2}$ *Ready-money*, the reſt at 6 months: upon the receipt I pay 3 l. charges.
Sch. Kerſies in Company, $\frac{1}{3}$ for Partner, and $\frac{2}{3}$ for me, Debitor to partner his account by *me* in Company, for the whole: *then*, Partner *his* account by *me* in Company, Debitor to Partner his account of *Ready-money*, for my 200 l. *then*, Kerſies in Company (as before) Debitor to Caſh for 3 l. *then*, Partner *his* account of *Ready-money* Debitor to *his* account by *me* in Company, for 20 ß. being his part of Charges.

Buying upon ſeveral conditions.

181. *Phil.* I buy for 200 l. of *Wares* Ready-mony, whereof 100 l. is money of my Partners already in my hands.
Sch. Wares in Company for Partner and me, each $\frac{1}{2}$ debitor to Caſh, for 200 l. *and then*, Partner *his* account of *Ready-money* debitor to Partner *his* account by *me* in Company, for 100 l. becauſe (the money being in my hands) he ſtood Creditor upon *his* account of *Ready-money*.

182. *Phil.* I buy Wares for 360 l. Ready-money, being $\frac{1}{3}$ for my Partner, whereof I have in my hands of his 90 l. ſtanding in the Credit of *his* account of *Ready-money*.
Sch. Wares in Company $\frac{1}{3}$ for Partner, and $\frac{2}{3}$ for me, debitor to Caſh for 360 l. *then*, Partner *his* account of *Ready-mony*, debitor to *his* account by *me* in Company, for 120 l.

183. *Phil.* I buy Wares in equal ſhare for 100 l. paying $\frac{1}{2}$ money, and $\frac{1}{2}$ at 6 months.
Sch. Wares in Company for Partner and me each $\frac{1}{2}$ debitor to the Selling-man for the whole: *then*, Selling-man debitor to Caſh for the 50 l. paid: *then*, Partner *his* account of *Time*, debitor to *his* account by *me* in Company for 50 l. *then*, Partner *his* account of *Ready-money* debitor to *his* account of *Time*, for 25 l. due to me now; and he paying me, Caſh debitor to Partner *his* account of *Ready-money*.

Wares

Wares Shipt to another Land for Company.

184. *Phil.* I ſhip away *Wares* that are already charged upon my Leager.
Sch. Voyage to *Venice*, conſigned to *Diego del Valo*, being in Company for Partner and me, each ½, Debitor to Wares in Company for ditto Partner and me, each ½, for Principal: *then*, Voyage Debitor to Caſh for charges; *then*, Partner his account of *Ready-money* Debitor to Partner *his* account by *me* in Company, for his ½ of the charges.

185. *Phil.* Suppoſe I buy Wares, paying *Ready-money* of mine own, and ſend them away *without* entring of them into my Leager upon an account of Commodities: upon whoſe ſending I likewiſe pay the charges.
Sch. Voyage to *Amſterdam*, conſigned to *Simon Slodder*, being in Company ⅔ for Partner, and ⅓ for me, Debitor to Caſh for principal and charges: *then*, Partner *his* Account of *Ready-money* Debitor to *his* account by *me* in Company, for his ⅔ of principal and charges, due to be repaid me preſently.

186. *Phil.* I buy Wares, paying my part preſently, and for the remainer I aſſign him upon my Partner, who payeth him his part; the ſame I ſhip away, paying the charges.
Sch. Voyage to *Roan*, &c. Debitor to the Selling-man for the whole: *then*, Voyage to Caſh for Charges: *then*, Selling-man Debitor to Caſh for my payment: *then*, Selling-man Debitor to Partner *his* Account by *me* in Company, for his part: *then*, Partner *his* Account of *Ready-money* Debitor to *his* Account by *me* in Company, for his part of charges.

187. *Phil.* I order a Man at *Plimouth* to buy Wares upon *Time*, and ſhip them to *Antwerp*; upon the ſending he payeth charges.
Sch. Voyage to *Antwerp*, &c. Debitor to *Plimouth*-man for principal and charges: *then*, Partner *his* account of *Time* Debitor to *his* account by *me* in Company, for his part of Principal: *then*, Partner *his* account of *Ready money* Debitor to *his* account by *me* in Company, for his part of charges made good to the *Plimouth*-man.
By theſe, compared with 90, 91. places, you may eaſily diſcern how to enter the Inſurances, whether paid or not paid.

Payments upon ſeveral Conditions.

188. *Phil.* I pay Wares that formerly were bought at Time.
Sch. People Debitor to Caſh: *then*, Partner *his* account of *Ready-money* Debitor to *his* account of *Time* for his part by *me* paid; and being received of him, Caſh Debitor to Partner *his* account of *Ready-money*.

189. *Phil.* I (at the requeſt of my Partner) repay him back part of his Principal.
Sch. Partner *his* account by *me* in Company Debitor to Partner *his* account of *Ready-money*, for his intended ſumm: *then*, Partner *his* account of *Ready-money* Debitor to Caſh: Or, Partner *his* account by *me* in Company Debitor to Caſh.

190. *Phil.* My Partner deſireth for his accommodation 100 l. of his principal out of the Company; I condeſcend, paying part with Wares, ⅔ for him, and ⅓ for me: part with Wares between *another man* and me, each ½, the remainer I pay in *Money*.
Sch. Partner His account of *Ready-money* Debitor to *Wares* in Company ⅔ for him, and ⅓ for me, for 50 l. *then*, Partner (as before) Debitor to *Wares* in Company, for *another* and me, each ½ for 30 l. *then*, Partner (as before) Debitor to Caſh, for 20 l. *then*, Partner *his* account by *me* in Company Debitor to Partner *his* account of *Ready-money* for 100 l. *then*, Partner (*other-man*) his account by *me* in Company, Debitor to Ditto Partner *his* account of *Ready-money*; becauſe I have ſold our Company-Wares for *Ready-money*, and he may demand it at pleaſure.

Sales of Wares, made by means of my Administration.

191. *Phil.* I sell for Ready-money, and receive it presently.
Sch. Cash Debitor to Wares in company for *A. A.* and me, each ½; *then*, Partner *his* account by *me* in company Debitor to Partner *his* account of *Ready-money.*

192. *Phil.* I sell at Time.
Sch. Buying-man Debitor to Wares in company, being ⅔ for *B. B.* and ⅓ for me: *then*, Partner *his* account by *me* in company, debitor to Partner *his* account of Time. You may let it stand upon the first entrance; but see this ☞ in the 154. place.

193. *Phil.* I sell: receiving part presently, the remainer to stand out 6 months.
Sch. Buying-man Debitor to Wares in Company for the whole: *then*, Cash debitor to Buying-man for the received Summ: *then*, Partner *his* account by *me* in company, debitor to Partner *his* account of *Time* for his whole part of Sale: *then*, Partner *his* account of *Time* debitor to Partner his account of *Ready-money* for his received part. *Nota*, but if the Buying-man discount the 6 months standing out summ, and pay me the Residue: *then*, Cash debitor to the Buying-man for the received value: *then*, Wares in company debitor to Buying-man for the discount: *then*, Partner *his* account of *Time*, debitor to Partner *his* account of *Ready-money*, for his part of the received Summ: *then*, Partner *his* account of *Time*, debitor to Partner *his* account by *me* in company, for his part of the discount.

Sales of Wares made by means of Factor, or Correspondent, being kept without an account of Time, and Ready-money.

194. *Phil.* I have received advice from our Factor, that the sent Wares are sold.
Sch. Abraham Elmer at *Roan*, Factor for the company of *Peter Price*, and me each ½ debitor to Voyage to *Roan*, &c.

Sales with an account of Time and Ready-money.

195. *Phil.* Advise that the Wares are sold for Ready-money.
Sch. Francis Hacket at *Lisborn*, Factor ⅓ for Partner, and ⅔ for me, our account of *Ready-money*, Debitor to Voyage to *Lisborn*, &c. for the whole Sale.

196. *Phil.* If sold at Time.
Sch. Francis Hacket, &c. *our* account of *Time* debitor to Voyage to *Lisborn*, &c. for the whole Sale.

197. *Phil.* If part *Ready money*, the remainer at 6 months.
Sch. Factor ⅔ for Partner, ⅓ for me, *our* account of *Time* debitor to Voyage for the whole: *then*, Factor ⅔ for Partner, ⅓ for me, *our* account of *Ready-money*, debitor to Factor *our* account of *Time*, for the received summ. If he discount: *then*, Voyage to *Lisborn*, debitor to Factor *our* account of *Ready-money*, for the discount; *then*, Factor our account of *Ready-money* debitor to Factor *our* account of *Time*, for the Residue standing open upon that account.

Returns from Factor, or Correspondent in Money: drawn by us, without an account of Time and Ready-money.

198. *Phil.* I draw, and receive presently.

Sch. Cash

Sch. Caſh Debitor to Factor $\frac{1}{3}$ for Partner, $\frac{2}{3}$ for me, for the received ſumm. But if we deliver our Bills to day, and receive the Money to morrow; *then*, Bills-receiver Debitor to Factor $\frac{1}{3}$ for Partner, $\frac{2}{3}$ for me.

Returns in Money remitted to us, without an Account of Time and Ready-money.

199. *Phil.* If preſently received.
Sch. Caſh (as above) Debitor to Factor: If by another accepted; *then*, Acceptor Debitor to Factor $\frac{1}{3}$ for Partner, and $\frac{2}{3}$ for me. And for each parcell of Received-money, *enter* Partner *his* account by *me* in company, Debitor to Partner *his* account of *Ready-money*, for his part of each Received-ſumm.

200. *Phil.* If the Money be made good in Bank, and I *convert* that *Bank-money* to mine own uſe.
Sch. Then, Profit and Loſs proper Debitor to Partner *his* account of *Ready-money*, for his part of Bank-monies advance; becauſe the Principal is made good in the 199 place. In entrances of Account of *Time* and *Ready-money*, the Inſtances are formerly ſo ſeveral, that by ſmall ſtudy you may now enter them without farther Documents.

Returns in Wares from Factor or Correſpondent.

201. *Phil.* I receive Wares, which I am to ſell again here for Company-account.
Sch. Wares in company, being $\frac{3}{8}$ for Partner, and $\frac{5}{8}$ for me, Debitor to *David Darling*, Factor for Partner and me, *&c.* and being ſold, or delivered part to our Partner, the former Inſtances in Sales give directions. And thus much of *Stock*, being promiſed *To me*; reſteth now to ſpeak of

Stock promiſed By Me, to be paid preſently.

202. *Phil.* Inſtance this.
Sch. Partner *my* account by him in company, Debitor to Partner *my* account of *Ready-money*, becauſe he demandeth it of me preſently: And I making good the Money unto him; *then*, Partner *my* account of *Ready-money* Debitor to Caſh.

203. *Phil.* Suppoſe I ſhould bring in my *Stock* at four pay-days.
Sch. Partner *my* account *by him* in Company, Debitor to Partner *my* account of Time, for the whole: and $\frac{1}{4}$ being expired, *then*, Partner *my* account of *Time*, Debitor to Partner *my* account of *Ready-money*: And paying, *then*, Partner my account of *Ready-money*, Debitor to Caſh.

204. *Phil.* Suppoſe gains in his Company.
Sch. Partner *my* account *by him* in Company, Debitor to Profit and Loſs proper.

205. *Phil.* Suppoſe your *Principal* and *Gain* is repaid you.
Sch. Caſh Debitor to Partner *my* account by him in company. *Thus* having in ſome meaſure, according to *Times* permiſſion, paſſed through the *Three Tables*, and ſo *finiſhed* the *ſecond Member* in the 9. place; being likewiſe the *ſecond Chief-branch*, whereof the *Journal* is made, as in the 62. place appeareth: we are to proceed according to the *tenour* of the 9. place.

206. *Phil.* What followeth there in *order?*
Sch. To ſpeak of the *third Ground-matter*, whereupon the *Journal* is grounded; from which proceedeth

Tranſporting of Accounts in the Leager from one Leaf unto another.

207. *Phil.* What are the *Motives?*

Sch. They may be *two:* the one, when the *Leaves* of the Leager are full written in the Debitor or Creditor ſide, or both. The other, becauſe the *former* accounts are concluded, ſo that upon foot of that account, generally there remaineth a remainer due to me, or from me; and we will have the Account begun again upon a *New* Leaf.

208. *Phil.* Is this all?

Sch. Herein again is to be obſerved, whether thoſe Accounts that are to be Tranſported, be *Commodities accounts*, which in *New* Leaves are to be continued as upon the former: *or*, whether they are *Ships-parts*, Houſes, *Rents*, Lands, *Intereſts*, Inſurances, *Factor-accounts*, or the like: of which (for that time) we make no *Eſtimation of Eſtate*, but onely a Tranſport for Trading's farther continuance, untill a General Ballance be made.

209. *Phil.* How muſt Commodities-reckonings fitly be tranſported, to make *true Journal* parcells of them?

Sch. In all Tranſports (if poſſible) muſt heedfully be heeded, that not any parcell be poſted with *Blind-ſumms*, or Blanks, *as ſome tearm them:* that is, *Not without Money-ſumms.* Many in their Books tranſport with *Blanks* in their Leager, yet have Money to tranſport if they had *Art* to carry them *handſomely* forwards; to which end obſerve the enſuing Documents.

Suppoſe the *Wares* were *Cambrix*-cloth, and the whole *Debitor-ſide* contained 400 Pieces, which coſt 765 l. 8 s. and that the whole ſale in the *Creditor-ſide* were 278 Pieces, producing in money 789 l. 10 s. *Nota*, Theſe cannot be ſubſtracted from each other to make Journal parcells, but in the one will be *Wares* without *Money*; and in the other *Money* without *Wares:* which kind of Tranſports are very abſurd, though uſed by many.

Their form is as this Inſtance.

	Debitor.		£				*Creditor.*		£		
2	*June*, coſts of Pieces. 400.	7	765	8	—	3	*July*, ſales of Pieces. 278.	—	789	10	—
7	*Auguſt*, carried to new account. —— —— ——	9	24	2	—	7	*Auguſt*, carried to new account. —— —— 122.	9	—	—	—
	Pieces 400. 789. l. 10.						Pieces 400. 789. l. 10.				

To avoid the above-entred abſurdity of *Wares* in one Journal parcell, but *no Money*; and *Money* in the other Journal parcell, but *no Wares:* enter as the enſuing Journal inſtance inſtanceth.

Cambrix-cloth upon *folio* 30. Debitor to *Cambrix*-cloth upon *folio* 12. 765. l. 8. s. for the preſent coſts of 400 Pieces, being the whole Debitor-ſide, in Wares, and Money, for want of place tranſported to a new leaf, the money 765 l. 8 s.

And then,

Cambrix-cloth upon *folio* 12. Debitor to *Cambrix*-cloth upon *folio* 30. 789 l. 10 s for the ſales of 278 Pieces, being the whole Creditor-ſide, in Wares, and Money, tranſported for want of place to a new Leaf, the Money being —— —— 789 l. 10 s

Thus ought each Journal parcell in Wares tranſporting truly to be Journalized, then the Leager will ſtand as this enſuing inſtance inſtanceth.

Fol. 12.

	Fol. 12. *Debitor.*		£				12. *Creditor.*		£		
2	*June*, costs of Pieces. 400.	7	765	8	—	3	*July*, sales of Pieces. 278.	—	789	10	—
7	*August*, carried to new account Pieces.——278.	30	789	10	—	7	*August*, carried to new account——400.	30	765	8	—
	Pieces 678. 1554 l. 18 s.						Pieces 678. 1554 l. 18 s				

And folio 30 *will ſtand*

7 *Aug.* coſts of Pieces 400. 765 l. 8 s. 7 *Aug.* ſales of Pieces 278. 789 l. 10 s.

Here you ſee the Leager ſtand again as formerly it did, to be continued in Writing, as before; here you ſee each Journal parcell compleatly carried: and thus ought Factor-accounts to be croſſed; Foreign-money under Foreign-money, as here Pieces under Pieces; and Inlandiſh-money under Inlandiſh-money, as before is inſtanced. *Nota*, Doe the like in *Houſes*, Lands, *Rents*, Legacies, *Intereſts*, Ships-parts, *Inſurances*, and the like; becauſe the principal (by Deduction) ſhould not be diminiſhed untill the final finiſhing of thoſe accounts.

210. *Phil.* Is this a uſual courſe in the tranſporting of all kinds of accounts?

Sch. No: In your General Accounts with common-trading people, as alſo in *Caſh*, Bank, *Stock*, Profit and Loſs, *or the like:* deduct the *leſſer* from the *greater*, and make a Journal parcell for the *difference*, as thus:

If the *Debitor-ſide* of any of the above-named accounts (which are to be tranſported) be heavieſt, then for the *difference* make the

New Account Debitor to the old.

If the *Creditor-ſide* be heavieſt, then for the *difference* of any of thoſe Accounts, make the

Old Account Debitor to the new.

211. *Phil.* What Obſervations ariſe from hence?

Sch. Hence it is manifeſt, that in the Leager ought to be neither *Debitor* nor *Creditor*, but ſuch as have their

Original from the Journal,

whoſe proper Office it is to explain why the *One man*, or *thing* is indebted unto the other, as hereafter in the Explication of the Journals Office ſhall appear in the 244 place: and ſo I end with the *Third Ground-matter*, of which the Journal is made.

212. *Phil.* Explicate the *Fourth Ground-matter*, of which the Journal is made.

Sch. The *Fourth Member* of the 9 place ſaith, that it proceedeth from the

Equalizing, or Even-making, of Over or Under-meaſures, Weight, Leackage, Pounds, Ells, or the like.

213. *Phil.* Inſtance ſome matters in *Proper-accounts.*

Sch. When we find any *Under*-meaſure in Corn, or *Leackage* in Wine, or *Shortneſs* in Length: *then enter*, Profit and Loſs Debitor to the *wanting-matter*; rating it as you pleaſe: for that rating neither augmenteth nor diminiſheth your Eſtate; but is onely done for decentneſs, to have Money in the Debit and Credit of ſuch Journal parcells.

Phil.

214. *Phil.* Rehearſe ſome inſtances in *Factorage*-accounts.

Sch. If in weight I find in any commodity leſs by ſales, becauſe of dryneſs, or the like; *enter*, *John Knoll* his Account Currant, Debitor to *John Knoll* his Account of Saffron: rating them as before, to bring them into the true form of *Debitor* and *Creditor*, in Journal and Leager. Hence may eaſily be gathered how to deal in Company-Accounts; which I now paſs, and ſo proceed to the next Matter in Order.

215. *Phil.* Whence ariſeth the *Fifth Ground-matter*, that maketh a Member of the Journal?

Sch. In the 9. place it is ſaid to ariſe from the

Leagers-Concluſion, or Balancing of the Leager.

216. *Phil.* What Cauſes may move a man to a General Balance?

Sch. The ſame may be either of theſe three:

1. When the Journal and Leager are full written; ſo that there muſt be new Books: ——— } Then is a Balance requiſite.
2. When a Merchant ceaſeth from Trading: ——— } Then is a Balance requiſite.
3. When the Book-Owner departeth this World. } Then is a Balance requiſite.

217. *Phil.* What underſtand you by the word *Balance?*

Sch. By *Balance* I underſtand, *An Equal-making in Equivalent manner all the Open-ſtanding-Leager-accounts*; tranſporting all thoſe Open-ſtanding Leager differences under one laſt framed accounts Title, whoſe name generally we call BALANCE: for being that that Account includeth all the Leagers remaining differences; ſo it concludeth with *One* ſolely it ſelf. *Nota*, The word *Balance* ſeemeth to be borrowed from a pair of Scales: for as true Scales ought neither to be heavier than other, ſo a true taken General Balance ought not to differ the leaſt naming value: for the General Debitor and Creditor muſt juſtly counterpoize each other in even-monies nomination; *elſe*, the Book is out of ſquare, the ſumms ill taken, or amiſs added. In place of the word *Balance*, I ſhould rather enter *Eſtate-reckoning:* for by drawing the whole Book to a head, I draw with *One* an account of my *Eſtate*. *Simon Stevin* in his *Princely Book-keeping*, carrieth the *Leagers* difference at the Years end, unto the *firſt begun* Stock when he began his Books: but he contradicteth himſelf. For he began well the firſt day of *January*, in making all that owed to him Debitors to Stock; and Stock *Debitor* to them who were *Debt-demanders:* but at his Leagers *concluding*, the 31. of *December*, he entreth Stock *Debitor* to *his Debitors*; and he entreth his *Debt-demanders* as *Augmenters* of his Stock. Such entrances made by him are but a *miſtake onely*, in me they were mere abſurdities.

Balance is either a *Trial* or *True-Balance.*

Of the Trial-Balance.

218. *Phil.* Relate the *manner* of making a Trial-balance.

Sch. Add the Debitor ſumms of all the Leager *Unequal-open-ſtanding-accounts* upon a Paper together, or in a Book thereto prepared: *then*, add all the Creditor parcells in the whole Leager together by themſelves, becauſe the *Uniformity* of the *General Additions* ſhould be manifeſted; if they be to each other *equivalent*; then (if no whole parcell be left out) are the Journal *money-parcells* truly tranſported into the Leager.

219. *Phil.* What more is to be ſaid of the Trial-balance?

Sch. The *Trial-balance* is of *two* ſorts: The firſt is a Survey (as above) of the Leager accounts,

accounts, ſo ſoon as all the parcells are tranſported out of the *Waſte-book* into the Journal, and from thence into the Leager: *Nota*, before any *unſold Wares*, or *Gain* and *Loſs* of any accounts be medled with. Of ſuch matter is the firſt Balance of the *three-fold-money-balance* in my Great Waſte-book, printed 1621. at *Amſterdam* in Engliſh and Dutch; and ſhall be in this book.

220. *Phil.* Inſtance the ſecond ſort.

Sch. The ſecond ſort of the *Tryal-balance* is ſeen, when all *unſold Wares* and *Outlandiſh Moneys* are rated: all *Abatements*, as likewiſe *Gains* or *Loſſes* are known. Of ſuch matter is the ſecond *Three-double-money-balance* in my Great Waſte-book; and ſhall be in this. In this ſecond balance is alſo compriſed the parcells appertaining to the *true* balance: *elſe*, that ſecond balance could not be even-weighty.

Of the True-Balance.

221. *Phil.* Proceed to the ſame.

Sch. The *True-balance* ariſeth from the *Remainers* of the Leager accounts; as well in *Money*, Unſold Wares, *Voyages* not wholly ſold, *Houſes*, Lands, *People*, &c. not yet compleatly perfected: and are therefore tranſported to the New-books, to be there fully finiſhed: Leaving the *Old-books* to their perpetual reſt, except ſome *ſcrupulous* matter moleſt them. Of ſuch matter is the *Third* Balance of the *Three-double-money-balance* in my Great Waſte-book, and ſhall be in this.

Obſervations in balancing of the Leager.

But for a Preparative, firſt *note*, That *even* as the Moneys, Wares, Voyages, Houſes, Lands and People were in their accounts (whether Debitors or Creditors) even ſo muſt they ſtand in your Balance: and ſo of each other matter. Reaſon; for Balance repreſenteth in that Onely account all that the other repreſent through the whole book: for if they were Debitors, Balance is a Debitor in their place; if they were Creditors, Balance is likewiſe a Creditor.

222. *Phil.* Go forwards in this matter.

Sch. There ought to be obſerved *A Decent Order* in the Leagers balancing: *that is*, Which account ought *firſt* to be concluded, and which laſt; both in *Debitor* and *Creditor* ſide: this is not of neceſſity, but for Decentneſs in Order.

223. *Phil.* Proſecute your opinion in the order.

Sch. Firſtly, Balance the accounts of the People of whom you bought, or to whom you ſold: *Reaſon*; becauſe all Diſcounts, Abatements, Miſ-caſtings or Omiſſions that have happened, may be rectified; to the end each account may bear its own burthen: take then the difference of each man's account (being found to agree) and enter them into your Balance-book (as in the 218. place is mentioned) untill the final Balance be found Even-weighty.

224. *Phil.* Which next?

Sch. Secondly, Balance the Peoples accounts with whom you had to deal for Exchanges, Aſſignations, or the like: entring the differences into your balance-book thereunto prepared.

225. *Phil.* What followeth?

Sch. Thirdly, Balance your *Factors* accounts; firſt for *Proper, and* then for *Company*, (but there is no neceſſity in this order, as is ſaid) the Remainers being well found,

your

your Gain or Loſs by exchange will be apparent: and ſo tranſport that Remainer unto your Balance-book thereunto provided.

226. *Phil.* Explain this.

Sch. Take good heed to your *Foreign Coins* in Debitor and Creditor: if your Factor remaineth *Debitor*, then enter that *Debets* difference into the Foreign Coins Credit, money for money, that the true Gain or Loſs may be found.

EXAMPLE.

Suppoſe your Factor at *Amſterdam* is upon your Book Debitor gl. 2025. Exchange at 33 ß. 4 d. Flem. is Sterl. 202 l. 10 ß. you draw 100 l. Sterl. upon him, exchange 37 ß. is gl. 1110. then he remaineth your Debitor, gß. 915. exchange 33 ß. 4 d. is 91 l. 10 ß Sterl. What is gained or loſt by the Exchange?

1. The FORM.

Debitor.		*Creditor.*	
Due to me gl. 2025.—.—.	202 l. 10—	Drawn by me gl. 1110.—.—.	100 l.—.—
		Due to me gl. 915.—.—.	91 l. 10.—
		Loſt by Exchange.	11. l.—.—
		Summ.— gl. 2025.—.—.	202 l. 10.—

227. *Phil.* Inſtance another with gain.

Sch. I remit unto my Factor 200 l. exchange, at 38 ß. 2 d. Flem. is gl. 2290. He remitteth me back again gl. 1657. 10 ſtuy. exchange 36 ß. 10 d. is 150 l. What is gained or loſt by the Exchange, rating the gl. 632. 10 ſtuy. at 33 ß. 4 d. is——63 l. 5 ß.

2. The FORM.

Debitor.		*Creditor.*	
Due to me gl. 2290.—.—.	200 l.—.—	Remitted me gl. 1657.10.—.	150 l.—.—
Gained by exchange— —.—	13 l. 5.—	Due to me gl. 632.10.—.	63 l. 5.—
Summ—— gl. 2290.—.—.	213 l. 5.—	Summ—— gl. 2290.—.—.	213 l. 5.—

228. *Phil.* Two Inſtances you have entred, wherein the Factor was a Debitor: enter the like other two Examples where he may be a Creditor, with the Gain and Loſs upon them.

Sch. The firſt Form ſhall be the ſumms that I will uſe; and therefore the exchanges are the ſame.

3. The FORM.

Debitor.		*Creditor.*	
Made him good gl. 1110.—.—.	100 l.—.	Due to him gl. 2025.—.—.	202 l. 10.—
Due to him gl. 915.—.—.	91 l. 10.		
Gained by exch.——————	11 l.—.		
Summ———— gl. 2025.——	202 l. 10.		

229. *Phil.* Shew one with Loſs, that we may have Examples of all ſorts.

Sch. This ſhall be

4. The

4. The FORM.

Debitor.	*Creditor.*
Drawn by him gl. 1657. 10 ℓ. 150.—	Drawn by me gl. 2290.— ℓ. 200.—
Due to him gl. 632. 10 ℓ. 63. 5.—	Loſt by exchan. — ℓ. 13. 5.—
Summ gl. 2290.— ℓ. 213. 5.—	Summ gl. 2290.— ℓ. 213. 5.—

230. *Phil.* The former four Examples in Factorage, may (in ſubſtance) ſerve in Company-accounts; onely differing in *Titles*, and Diviſion of Gain and Loſs: proceed now to the Order of your *Leagers*-balancing.

Sch. Fourthly, Take next in hand your Voyages; firſt for *Proper*, then for *Company*-accounts: obſerving therein, whether thoſe ſent Wares are ſold *wholly*, *in part*, or *none*.

231. *Phil.* Expreſs each alone in Order, by ſome lively Inſtances.

Sch. If the Wares be all ſold, and the money in Credit heavieſt; then there is gained upon the Voyage by the Commodities Sale: as by the Example of this

1. VOYAGE.

Debitor.	*Creditor.*
Shipt 100 Pieces of *Cambrix*, which coſt with charges — ℓ. 300.—	Sold by my Factor 100 Pieces of *Cambrix*, for — ℓ. 329. 14.
Gained by the Sales — ℓ. 29. 14.	
Summ ℓ. 329. 14.	

232. *Phil.* Suppoſe there were onely part of thoſe ſent Wares ſold.

Sch. Deal with them as here ſhall be ſhewed by this

2. VOYAGE.

Debitor.	*Creditor.*
Shipt 100 Pieces of *Cambrix*, coſt with charges — ℓ. 300.—	Sold 80 Pieces for — ℓ. 320.—
Gained by the Sales — ℓ. 80.—	Unſold 20 Pieces, at 3 ℓ. *per* Piece, is — ℓ. 60.—
Pieces 100. Summ ℓ. 280.—	Pieces 100. Summ ℓ. 380.—

233. *Phil.* Suppoſe there were none of them ſold.

Sch. Deal with them as ſhall be ſhewed in this

3. VOYAGE.

Debitor.	*Creditor.*
Shipt 100. Pieces of *Cambrix*, which coſt with charges 3 ℓ. each Piece, is — ℓ. 300.—	For 100 Pieces wholly unſold, carried to Balance, at 3 ℓ. each Piece, is — ℓ. 300.—

234. *Phil.* Suppoſe there be loſs.

Sch. The Inſtance ſhall be as this

4. VOYAGE.

Debitor.		*Creditor.*	
For 100 Pieces of *Cambrix* shipt at 3 l. each Piece, is	300 l. —	For Sales of 80 Pieces, at 2 l. 16 s. is	224 l. —
		Unsold 20 Pieces, at 3 l. *per* Piece.	60 l. —
		Lost by Sales.	16 l. —
		Summ	300 l. —

235. *Phil.* Go forward in the Order of your Leagers Balancing.
Sch. Fifthly, Balance your *Commodities-accounts*; ſt fir for *Proper*: then for *Company*.

236. *Phil.* Suppoſe them all ſold, and there is Gains.
Sch. The firſt Voyage is a Preſident.

237. *Phil.* Suppoſe your Commodities to be ſold in part.
Sch. The ſecond Voyage is an Inſtance.

238. *Phil.* Suppoſe that none of your Commodities are ſold.
Sch. The third Voyage ſheweth the form.

239. *Phil.* Suppoſe loſs upon the Sale of part of your Commodities, or upon the whole.
Sch. If loſs upon part Sales, the Fourth Voyage is an Inſtance: If loſs upon the Sale of a whole parcell: See

The FORM.

Debitor.		*Creditor.*	
For 16 Butts of Sack coſt with charges.	134 l. 8.	For Sale of 16 Butts at 8 l. 6. is	132 l. 16.
		Loſt by the Sale	1 l. 12.
		Summ	134 l. 8.

Under the name of *Commodities* in the ſecond branch of the 10. place, is included *Houſes*, Lands, *Ships-parts*, upon which if you will ſee the yearly Gain or Loſs, *then* rate them as they coſt; entring them in Credit as in the ſecond Voyage: *then*, in your Houſe and Land will appear what is gained by the Rents above reparation, and maintaining of them; and in your Ships-parts will be made plain what is advanced by their Voyages more than her victualling: carrying your proper Gains or Loſs to Profit and Loſs proper; and Companies Gain or Loſs, to Profit and Loſs in Company. But if you will let them run on untill the final ending of them; then *croſs* them, as is ſhewed in the ſecond Inſtance of *Cambrix*-cloth, in the 209 place.

240. *Phil.* What followeth next in the Balance order?
Sch. Sixthly, Balance your Company Profit and Loſs, imparting to each Partner his due upon ſit account: and your part upon Profit and Loſs Proper.
Seventhly, Balance your Partner's Accounts, tranſporting the difference unto your Balance-book, (as in the 218 place is mentioned) untill the final balance be found Even-weighty.
Eighthly, Balance Caſh and Banck, carrying their differences to your Balance-book.
Ninthly, Conclude your Profit and Loſs proper, carrying the difference to your Stock-account.
Tenthly, conclude your Stock-account, tranſporting that difference (which is the

ſumm of your Eſtate) unto your Balance-book: then ought your Balance-account to be Equal-weighty.

NOTA,

Having drawn all your Leager to a head in your Balance-Book, and found it to be right taken; then may you take your Journal in hand, and poſt them as they in order follow upon your Balance-book, unto your Balance-account in the Leager.

Or if you will not make a Balance-account in your Leager, you may let your Balance-book be your private contentment; and tranſport each Balance parcell out of the Old Leager into the New: avoiding your Balance-writing into the Journal, both at the End of the Old Leager, or Beginning of the New: entring in the Old Leager the *folio* whither carried into the New; and in the New Leager the *leaf* from whence that remainer is brought out of the Old Leager; and ſo avoid (perhaps) the writing of two or three hundred Journal parcells in both Leagers.

Particular Obſervations upon each ſide of the True-balance in Debet and Credit, for the Memories refreſhing.

241. *Phil.* Rehearſe firſt the Obſervations that ariſe upon the *Debitor-ſide* of the *True-balance.*

Sch. In a much Trafficking-Merchants-books are five things to be regarded:
Firſtly, Of *Debitors*, and them

In
- *People*, unto whom we ſold, or that have promiſed us payment of Exchanges, or Aſſignations, and the like.
- *Partners*, unto whom we have delivered Money, or Wares, to be by them employed for the Companies good.
- *Factors*, that ſerve us in Commiſſion, who as yet have not given us full ſatisfaction:
- *Maſters*, whom we ſerve in Commiſſion, Again, the firſt of theſe two may ariſe from Proper, Factorage, or Company-accounts.

Secondly, Of the Unſold Wares, formerly ſhipt to another Town, or Land, there to be ſold for *Proper*, *Factorage*, or *Company-account.*

Thirdly, Of Matters as yet remaining *unſold* under our own Adminiſtration; conſiſting again in *Wares*, *Houſes*, *Lands*, *Jewels*, *Ships-parts*, and the like: whereof ſome of thoſe *Wares* may be for *Proper*, *Factorage*, or *Company-accounts:* and thoſe *Ships-parts* for Proper, or Company-accounts.

Fourthly, Of the *Ready-money* in Caſh, in Banck, or in both.

Laſtly, Of Company Gain and Loſs; of the which we ſtill keep an open-ſtanding-account, becauſe the Company continueth in Trading, upon unchangeable terms. And theſe in ſubſtance are all that concern the Contents of Balances-Debitor-ſide.

242. *Phil.* Proceed to the Obſervations in the Creditor-ſide of the *True-balance.*

Sch. Four things are heedfully to be regarded.
Firſtly, Debt-demanders, and them

In
- *People*, of whom we bought, as alſo, whoſe Exchanges we accepted; or whoſe Aſſignments we promiſed unto their Creditor, having entred their Creditor into my book in place of them.
- *Partners*, of whom we have received Money, or Wares, to employ for Company-account.
- *Maſters*, whom we ſerve in Commiſſion, unto whom (as yet) we have not given full content: The laſt of theſe may ariſe either
- *Factors*, that ſerve us in Commiſſion, from *Proper*, *Factorage*, or *Company-accounts.*

Secondly, Unſold-Wares, Houſes, Lands, Jewels, Rents, Voyages, and the like: upon which accounts the Gains or Loſs (at preſent) is not deſired to be known; but are deferred untill the final finiſhing of that account, then to know the general *Gain* or *Loſs* upon the ſame: and theſe for *Proper*, ſome for *Factorage*, and ſome for *Company-accounts*.

Thirdly, In Companies Profit and Loſs Reckonings, becauſe the Diviſion is not made in theſe Old-books, but proſecuted untill the Companies final finiſhing.

Laſtly, In *Stock-account*, whoſe difference muſt be carried to *Balance*; for that difference muſt make your Balance-account *Even-weighty* in the *General* Addition: *Nota*, for in it is contained the *true* differences between the *Ready money*, *Wares*, *Houſes*, &c. *Debitors* in your Balance-debet-ſide, and the *Debt-demanders* in the Creditor-ſide of your Balance-account. Or more plain; take the whole Debet-ſide of your *Balance*, deduct from that all that you owe; and the differing money will be *Equal-weighty* with the difference brought from your *Stock-account*. And thus much of the *fifth matter*, of which the Journal is made.

Of the Journals Form.

243. *Phil.* This is the *ſecond Branch* in the Eighth place; of which let me hear your Explication.

Sch. The *Form* is generally in Folio, or the full bigneſs of the Paper, be it ſmall or large; ruled towards the *left hand* with *one line*, and towards the *right hand* with *three:* entring between them l' s̄ d̄, as in the Waſte-book is, and in the Journals Inſtances ſhall be made plain.

Some uſe two lines towards the *left hand*, as doth *Simon Stevin* in his *Princely-book-keepings-Journal* uſe three; entring therein the *Day* and *Month:* but that maketh the Journal between line and line too narrow. My manner of my *Day*, and *Months* entrances ſhall be ſhewed in the Explication of the Journals Office.

This Book is by *ſome* numbred on each leaf's ſide; the beginning ſide with 1. the ſecond with 2. and ſo through all the Book: of which I approve, and uſe it. For in a great trafficking book (as an *Eaſt*, *Weſt*, *Turky*, or the like Company) ſeveral ſides are oft-times filled in one day; ſo that the Margin of the Leager quoteth *directly* to the ſide of that Journal-leaf where the deſired parcell is: and ſo avoideth the peruſal of needleſs ſides.

Of the Journals Office.

244. *Phil.* Let me know that, for that is the third *Notable* matter, mentioned in the Eighth place.

Sch. The Journals *proper Office* is to have the *Matter* (thereunto appertaining) entred in *Book-keepings true Method*, with *words* ſuitable to the *Action*; plainly expreſſing what ever was obſcurely booked in other books.

Book-keepings Office is to book the acted matter in the true *Nomination* of *Debitor* and *Creditor*, with the *brief* (yet plain) Circumſtances of the Action. Heedfully in this Journal muſt be obſerved, that the *Debitor*, that is, the *Man* or *Thing* that ought to be *charged*, be firſt named, and placed towards the *left hand*, as thus:

James Mirth is Debitor.

Then enter the Creditor, Man or Thing, that ought to be diſcharged, as thus:

James Mirth is Debitor to *John Melody*.

Unto them annex the quantity of Money, as thus:

James Mirth is Debitor to *John Melody* 300l. 12s. 8d.

Thereunto add the reaſon why the one Man or Thing is indebted to the other; and this is gathered from the acted matter.

245. *Phil.* As how?

Sch. Compare the Waſte-book parcells in the 6. place, with the enſuing Journal parcell framed out of them, and the *Reaſons* may appear by the Circumſtances.

Anno

Anno 1630. the 25. Day of *March* in *London*.

		L	S	d
1 · / 2	Caſh is Debitor to *Marmaduke Grimſtone* of *Northampton* 68 l. —d. received for his Aſſignation by my Caſhier, of *Arthur Mannering*, being lent me untill the firſt of *May* next, then to be repaid with the agreed allowance; the receipt is —— —— ——	68	—	—
3 / 2	Profit and Loſs Debitor to *Marmaduke Grimſtone* 1 l. 15 S. 7 d. for his Monies allowance, to be made good with the Principal, at day, as above, being —— —— —— ——	1	15	7

March the 27. *Day* 1630.

3 / 4 ·	*Seager Solt* Debitor to *Thomas Coſter* 495 l. ——d. for my Aſſignation, by order of dito *Seager*, delivered unto *Sybrant Johnſon* upon the ſaid *Coſter:* being *Seagers* full payment; and in part of debt from the ſaid *Thomas:* my Aſſignment was —— —— ——	495	—	—
1 · / 4 ·	Caſh Debitor to *Thomas Coſter* 456 l. 9 S. ---d. which my Caſh-keeper received of *John Sybrantſon*, by the Aſſignment of dito *Thomas*, being the full Remainer, and 1½ Months forbearance: the Receipt is ——	456	9	—
4 · / 3	*Thomas Coſter* Debitor to Profit and Loſs 9 l. 10 S. —d. for allowance of my Monies detaining 1½ Month after it was due, for which he is made Creditor in the former two Receipts, being —— ——	9	10	—

March the 30. Day. 1630.

4 · / 5	*Franckford*-Exchange, being ½ in company with *Edward Denis* at *Northampton*, Debitor to *Jacob Johnſon* of *Marken* 1012 l. 10 S. ---d. for 3000 Florins agreed to lend him upon Exchange for *Franckford*, at 81 d. Flemiſh; to repay unto me, or Aſſigns, the firſt of *June*, as the Exchange ſhall then return from thence: this being Companies money reſting in my hands; my promiſe is —— ——	1012	10	—
5 / 6	*Edward Denis* at *Northampton his* account of *Ready-money*, Debitor to Dito *Edward his* account by me in Company 506 l. 5 S. ---d. for his moiety of 1012 l. 10 S. agreed for with *Jacob Johnſon* as above, and made good as here followeth, his part being —— —— —— ——	506	5	—
5 / 6	*Jacob Johnſon* of *Marken* Debitor to Rye in Company ⅓ with *Edward Denis*, and ⅔ for me 639 l. 1 S. 5½ d. for 18 Laſt, 7 Mudde delivered him in part payment of the promiſed 3000 Florins, being at 150 gold-guilders each Laſt Ready-money —— —— —— ——	639	1	5½

Dito

		£	s	d
5/6	*Dito* is Debitor to Banck 369 £. 13. 10½ d. written by his order upon the account of *John Johnson Vinck*, being in full of the before-mentioned exchange; the ſumm written in, is	369	13	10½
5/3	*Dito* is Debitor to Profit and Loſs 3 £. 14. 8 d. for Banck-money of gl. 2240. 11. 4 pen. at one *per Centum*, is	3	14	8
6/5	*Edward Denis* of *Northampton*, *his* account by me in Company, is Debitor to Dito *Edward his* account of *Ready-money*, 213 £. — 5⅞ d. for his ⅓ of gl. 3834. 8. 12 pen. product of 18 Laſt, 7 Mudde of Company Rye, ſold to *Jacob Johnſon*, as above; ⅓ thereof is	213	—	5⅞

246. *Phil.* What ſignifie thoſe Fractions ½, ⅔, and the like, in the Margin?
Sch. Fractions they are none, but ſignifying-Figures concerning the Leager; for the Figures above the ſtroke, ſhew upon what Leager-leaf the Debitors are to be found; and the Figures under the ſtroke, point unto the Creditors in the ſaid Leager.

247. *Phil.* Why are ſome pointed, and not other ſome?
Sch. Thoſe that are pointed, are tranſported into the Leager, the other not.

248. *Phil.* Some do not point at all.
Sch. They are ſubject to miſtake, or they muſt enter each figure above, and under, when they have entred the parcell into their Leager, and that is tedious. The points are very requiſite to avoid Omiſſions, or not to charge one ſumm twice, if a Man ſhould be called from his poſting.

249. *Phil.* When do you enter the figures above, or under the ſtroke?
Sch. I lay the Journal open before me, making firſt the ſtreight ſtrokes that are between the figures againſt each parcell, on both ſides of the Journal; then do I enter the folio or leaves, or thoſe figures, before I touch the Leager.

250. *Phil.* How then?
Sch. Then ſetting my Journal before me, I tranſport all the *Debitors* and *Creditors* (that correſpond upon one Leager-leaf) one after another into the Leager; then *removing* my hand from the Leager, immediately I ſet the point by that Debitor or Creditor, that is poſted into the Leager without removing of my Journal.

Thus much in brief of the Matter, Form and Office of the Journal, mentioned in the ninth place.

A FARTHER

A FARTHER EXERCISE UPON THE SIXTH PLACE,

CONCERNING THE

Waſte-Book Parcells:

But Firſt of the

INVENTARIES,

ANNO 1633.

IN

LONDON.

	£	s	d
By Conclude of my former Book, I find in several Coins of Gold and Silver, as followeth:			
200 Pieces at 22 s. *per* Piece — l. 220.—.—			
200 Pieces at 20 s. *per* Piece — l. 200.—.—			
800 Estates dollers at 4 s. 6 d. — l. 180.—.—			
300 Double Pistolets at 26 s. — l. 390.—.—			
And in White-money of sundry sorts l. 10. 15. 7	1000	15	7
In my Ware-House I find			
60 *Leeds* dozens, rated at l. 3. 12 s. — l. 216.—.—			
40 Kersies N° K. — at l. 2. 17 s. — l. 114.—.—			
50 Dito N° R. — at l. 2. 19. s. — l. 147. 10.—	477	10	—
Ketles 5 Barrels.			
N° 320. poi. 2. 3. 26 lb. tarr. 23 lb.			
319. — 2. 2. 18. — 21.			
318. — 2. 1. 21. — 22.			
317. — 2. — 17. — 19.			
316. — 1. 3. 5. — 17.			
Grosse 12.—. 3 lb. tarr. 3 qrs. 18 lb.			
Neat C. 11.— 13 lb. at 4 l. 19 s. *per* C. —	55	—	6
From *Jean du Boys* at *Roan* I have an account dated their 15. of *December* last, by foot of which is due to me in Ready-money for sold Wares W. 800. are at 72 d. *per* W. —	240	—	—
In the hands of *Jacob Symonson* at *Amsterdam* there is gl. 2290. to be employed by him for my Company Stock; the same at 33 s. 4 d. is here —	229	—	—
There is in my hands unsold for the account of the said *Jacob* 3 Barrels of Cuchanelia Mestica.			
N° and Hollands weight, *viz.*			
N° 1. poize 210 lb. tarr. 17 lb.			
2. poize 179 — 15.			
3. poize 196 — 19.			
Charges at the Receipt, as by my former Book —	3	17	8

I have

	L	s	d
I have in my hands for Company Stock in Ready-money of the ſame Man: by the which I am to add $\frac{1}{3}$ more; his Summ is	150		

End of the Inventary.
The Waſte-Book followeth.
1633.

George

		L	s	d
	George Pinch-backe at *Plymouth*, according to my order, hath ſhipt in the *Night-glaſs* of *Amſterdam*, Maſter *John Peterſon*, 100 *Leeds* Dozens, and ſent them the 20 of *December* to *Jacob Symonſen* to ſell there for my Account; which Dozens are bought ⅖ Ready-money, paid now by his order to *John Joyner* here, the reſt ſtand out 6 months: the whole with charges, as *per* Invoice N°4 coſt	360	—	—
	Remitted to *Jacob Symonſon* at *Amſterdam* for my account by *Jean du Boys* at *Roan* 400 Crowns in his own Bills: dated their 22. of *December*, Exchange at 123 d. payable at uſance to the ſaid *Jacob* by himſelf, the remiſe at 72 d. ſterl. produceth here---	120	—	—
Dito 9.	Bought of *James Wilkinſon* for Company ⅓, *Jacob Symonſon*, and ⅔ me, 60 *Keighley* Kerſies, paying ⅔ now, the remainer at 2 months, the whole at 3 l. per Piece is —— ——	180	—	—
Dito 13.	*Jean du Boys* at *Roan* deſireth to retain my Money in his hands 4 months, whereunto I condeſcend: for which (at 8 *per Cent.*) he alloweth me with Principal —— —— ——	123	4	—
	Brought into company ⅓ for *Jacob Symonſon*, and ⅔ for me, 90 of mine own Kerſies, at 3 l. *per* Piece, Ready-money ——	270	—	—
Dito 17.	*Randoll Rice* of *Colcheſter* hath now ſhipt to *Diego del Varino* at *Lisborne*, 100 double Sayes in the *White Lion*, *Jonas Jackſon* Maſter, to be ſold there for our account ⅗ him, and ⅖ me; coſt him Ready-money, with all charges aboard, as by the account from him —— —— —— —— ——	566	13	4
Dito 23.	Remitted to *Jean du Boys* at *Roan*, W. 2148. 50. 6 d. product of the l. 566. 13. 4 d. above; Proviſion at ⅓, and Brokerage at ⅛, deducted, being for company *Randoll Rice* ⅗, and ⅖ for me: payable in *Roan* by *Joſias Jeffery* at uſance: the value here agreed upon with *James Wilkinſon*; Exchange at 63 d. My Remiſe (with the difference due from me, and Money lent him at 8 *per Centum*, for 3 Months) is —— —— —— ——	564	1	5
Dito 30.	Sold to *George Pinch-backe* 5 Barrels of Ketles, N° Weight, and Tarr, as in date the firſt hereof: at l. 6. 15 s. *per* C. Ready-Money: the remainer I now pay him before the time; abating for 5½ months, at 8 *per* C. the whole due to him, was ——	216	—	—
Febr. 9.	Sold unto *James Wilkinſon*, for the account of *Jacob Symonſon*, 3 Barrels of Cuchinelia Meſtica, N° Weight, *&c. viz.*			

		L	ß	d
	Nº 1. Poize 217. lb. tarr. 19 lb. Engliſh.			
	2. —— 183. ——— 16 lb.			
	3. —— 200. ——— 20 lb.			
	Which value (his own due being deducted) he detaineth by Order, and for the uſe of the ſaid *Jacob Symonſon:* The neat Weight at 58 ß. *per* pound Ready-money, produceth ——	1580	10	—
	Enter Brokerage of the ſaid Cuchanelia at ⅓; Proviſion at 2 *per Cent.* for Sales, and ſo conclude the account.			
Dito 17.	Drawn upon me by *Jacob Symonſon* for his account, gl. 1224. 19. 8 pen. the value of himſelf, his Bills dated the 20 paſſado; payable here at uſance, by and unto my ſelf for my account (Brokage and his Proviſion deducted) Exchange at 36 ß. 10 d produceth here —— —— —— —— ——	110	17	2
Dito 21.	Bought for Ready-money of *James Wilkinſon* 96 pieces of *Colcheſter* black Bays, being ſeveral ſorts and prizes; the ſame I have ſent in the Ship of Captain *Solomon* for *Lisborn*, and conſigned to *Diego del Varino*, to ſell for company *Jacob Symonſon* ⅔, and ⅓ for me, my payment is —— —— l. 543. 15. 9.			
	Charges, as by the particulars delivered to *Jacob Symonſon*, amount unto —— —— —— l. 50. 4. 3.	594	—	—
Dito 27.	Sold to *James Wilkinſon* in the behalf, and for the uſe of *Jacob Symonſon* at *Amſterdam* 150 Company Kerſies, concerning the ſaid *Jacob* ⅓, and ⅔ me, at l. 4. 5 ß. Ready-money: which ſumm (deducting what is now due to the ſaid *Jacob*) he payeth me for him; the ſold Wares produce —— —— ——	637	10	—
March 5.	Advice from *Jacob Symonſon* at *Amſterdam*, in Letters dated 25. paſſado, that he hath ſold to *Sybrant Sweeting* for Ready-money, 30 Dozens, ſent as in date the fourth of *January* laſt, producing at gl. 45. 7½ ſtuy. to —— —— gl. 1361. 5.			
	More, to *Leonard Lodder*, at 6 months 30 Pieces, at 50 gl. *per* Piece, are. —— —— —— gl. 1500.—			
	Gl. 2861. 5 ſtuy. exchange at 33 ß. 4 d. is —— ——	286	2	6
	Jacob Symonſon, according to my order, hath remitted to *Arthur Mumperſon* at *Danſicke*, Florines 1722. 20 gros, to run upon exchange between the ſaid *Arthur* and me ½ gain and loſs; payable 14 days after ſight by *George Gregory*; the value delivered the 24. paſſado to *Peter Jacobſon*, at 228 gros, each l. Flem. his payment is gl. 1360.— are at 33. ß. 4 d. —— ——	136	—	—
	Remitted			

		L	s	d
Dito 13.	Remitted to *Arthur Mumperſon* at *Danſicke* for our company, each ½, Florins 2666. 20 gros, in Bills of *Steven Fourdane*, payable after 16 days ſight by *Harman Helder*, at 240 gros, for 12 s. ſterl. My payment is —— —— —— ——	200	—	—
	Enter Ware-houſe-room for company Kerſies ⅓ *Jacob Symonſon*, ⅔ me, at 2 d. *per* Piece: Brokage at ⅓; Proviſion for ſales at 2 *per* C. and conclude the account.			
	Received by Shipper *John Claſon* 60 Pieces of *Cambrix*-cloth, to ſell for the account of *Jacob Symonſon* at *Amſterdam:* Cuſtome, Fraight, and other charges, as by the book of petties——	4	7	—
	Jean du Boys at *Roan* hath remitted for company account ⅗, and ⅖ to *Jacob Symonſon* at *Amſterdam*, 1000 ℔. payable at ½ uſance by *Peter Prat*, in Bills of *Darius de Batts*, dated the 25 paſſado, exchange 124 d. his Remiſe at 72 d. ſterl. is here ——	300	—	—
Dito 21.	Sold to *Jacob Symonſon* 60 *Leeds* Dozens, and ſhipt them to him in *John Claſon*, at 5 l. *per* Piece, at 1 months time, being —	300	—	—
	Charges, as by the book of petties, are —— ——	..	9	7 6
	Received from *Diego del Varino* by Shipper *Jonas Jackſon* 1576 Pieces of Figgs, upon the account, as in the 17 of *January*, which coſt him there with all charges Ready-money, 681 ○ 960 Reaze, reduced at 400 Reaze for 5 s. is here —— ——	426	4	6
	Charges at the receipt, as by the book of petties —— ——	..	8	7 9
	James Wilkinſon hath an advice Letter from his Factor at *Liſborn*, that there are ſhipt 10 cheſts of Sugar for his account, weighing as *per* Invoice *Netto* 51. 3. 4 ℔. the ſame I have bought of him at 13 pence *per* ℔. free here of all charges, and to take them upon the Invoice, amounting to —— —— ——	314	3	4
Dito 29. 1634.	Received from the hands of *James Wilkinſon* theſe goods following, to ſell for company ½ *Hendrick vander Linden*, ¼ *John van Does*, ⅓ *Jaques Reinſt*, all at *Fluſhing*, to wit, 160 Pieces of Figgs. .. 4 Bales of Pepper, poize 1468 ℔. 15 Butts of Allegant. Charges all paid by the ſaid *James*, except Portage, being——	—	12	5
	Arthur Mumperſon at *Danſicke* hath remitted me 5000 Florins for our company, each ½ in Bills of *Robert Brames*, dated 2 preſent,			

		L	s	d
	ſent, payable at 10 days ſight by *George Pinch-backe*, exchange at 224 gros, is here —— —— —— ——	401	15	8
	Jean du Boys at *Roan* hath remitted for Company account $\frac{3}{5}$, and $\frac{2}{5}$ unto *Jacob Symonſon* at *Amſterdam* W. 1140. 17. 8 d. payable by *Peter du Boys* at uſance, the value in his own Bills, dated the 28. of *February:* being the remainer in his hands, Brokage at $\frac{1}{8}$, and Proviſion at $\frac{1}{3}$ deducted; exchange at 123 d. is gl. 3506. 8 ſtuy. the Remiſe at 72 d. ſterl. is here —— ——	342	1	9
April 7.	Received from *Jean du Boys* for my account by the *Star* of *Amſterdam* 8 Barres of Silver, poize 219 Mark, 40 oz. at 22 livres, 6 ſous, *per* Mark, are with charges, as *per* Invoice liv. 5608. 10. reduced at 2 ſhil. ſterl. *per* livre, are —— ——	560	17	—
	Cuſtome, freight and other charges, as by the book of petties---	4	7	2
	Agreed with *James Wilkinſon* to let him have for four months, at 8 *per Centum* —— —— —— ——	250	—	—
	Remitted to *Arthur Mumperſon* for our company, each $\frac{1}{2}$, Florines 3987. 15 gros, in Bills of my ſelf, payable 19 days after ſight by *Hendrick Holſter* for the account of *Jacob Symonſon* in *Amſterdam*, at 232 gros, my Remiſe is here —— ——	309	7	6
	More to him, as above, Flor. 1907. 26 gros, in mine own Bills; exchange 232 gros, payable at 25 days after ſight by the ſame man, for *Jacob Symonſon* upon my account: being the product of 30 Dozens, as in the 5 paſſado, diſcounted at 8 *per* C. for two Months: the Remiſe are gl. 1480. 5 ſtuy. at 33 s. 4 d. is here —	148	—	6
Dito 15.	*Jacob Symonſon* at *Amſterdam* hath bought for the account of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, the enſuing commodities, for $\frac{3}{4}$ Ready-money, $\frac{1}{4}$ at 2 months: to wit, 30 Butts of Serreſe, at 40 l. Flem. 8 Bales of Pepper, weight 2720 lb. at 25 gr. 19 Laſt, 24 Mudden, 3 Scheple of Wheat, at 60 ggl. The ſame he hath ſent their 4. preſent, to *Thomas Truſt* at *Antwerp*, to ſell for our account, his Charges and Proviſion, as by account, is l. 41. 13. 4 d. Flem. are all l. 1841.—.— Flem. and here at 33 s. 4 d. they produce —— —— ——	1104	12	—
	Diego del Varino at *Lisborne* writeth that he hath ſold the 17 paſſado to *Pedro del Canzo*, the 100 Sayes ſent in date 17. *January* laſt: whereof 27 Pieces are to ſtand out 2 months: the reſt Ready-			

		£	s	d
	Ready-money: the whole at 22 Duckets *per* piece, are here at 66 d. *per* Ducket. —— —— —— ——	605	—	—
	Jacob Symonſon advertiſeth me in Letters, dated their 4. preſent, that there is gained gl. 500. for my part; by our Company Stock begun in *July*, 1633. which gains, with my then remitted principal, and an equal value unto it, he hath now remitted me in Bills of *Peter Snap*, dated their 3. preſent: payable at uſance by *Andrew Hitchcocke*; exchange 36 s. 10 d. being money to run upon exchange, each ⅛, producing here —— ——	504	19	6
Dito 22.	Drawn upon me by *Jean du Boys* for my account w. 1499. 43. 4 d. including 41 w. for Brokage, and Proviſion of Traict, and Silver: his Bills dated their 23. of *March*; payable at ½ uſance to *George Pinch-backe*, at 63 d. being here l. 393. 13 s. 6 d. ſterl. which Bill I diſcount with the ſaid *George*; receiving the remainer, with 29 s. forbearance: his Summ is —— ——	403	4	8
	Remitted to *Arthur Mumperſon* at *Danſicke* Flor. 5284. 21 gros, to be there employed for my part of Stock, by which he is to lay in the like ſumm: payable at ſight, by, and unto himſelf, for our Exchange account in mine own Bills, at 230 gros, the remiſe here is —— —— —— ——	413	11	9
	Remitted to him (more) in mine own Bills 140 Flor. 10 gros, 5 penninghen (of 18 to a gros,) for his part of Company gains here: the value at ſight diſcountable in his own hands: exchange at 230 gros, is here —— —— ——	10	19	8
Dito 30.	*Jacob Symonſon* ordereth me to pay gl. 1740. 12 ſtiv. upon ſight of his Letter unto *Andrew Hitchcocke:* being part of bought Wares for Company, as in date 15. preſent: exchange 36 s. 8 d. are l. 158. 4. 9 d. which I diſcount with the ſaid *Andrew:* ordering him to pay to *John Sharpe* for *James Wilkinſon* l. 250. the remainer he detaineth at 8 *per Cent.* for 4 months: the whole being---	504	19	6
May 8.	Agreed with *James Wilkinſon* (for *Andrew Hitchcocke*) upon 4 months time at 8 *per Cent.* to let him have upon my Bond —	200	—	—
	Sold unto *George Pinch-backe* 1500 Pieces of Figgs, received the 21 of *March*, at 7 s. *per* Piece; diſcounting with *Randol Rice* l. 115. 1. 5 d. the reſt of his part I now pay him: my receit is---	525	—	—

Jacob

		£	s	d
	Jacob Symonſon writeth me in date their 11. preſent, that he hath ſold to *Jaſper Cop* the remainer of Dozens ſent as in the 4. of *January*, at 50 gl. Ready-money: the ſame (deducting gl. 123. for Ware-houſe-room, Brokage and Proviſion) he remitteth me in Bills of himſelf, dated their 8. preſent: payable at uſance by *Andrew Hitchcocke*: the remiſe at 36 s. 6 d. is l. 171. 8. 4 d. and the ſales at 33 s. 4 d. is — — — —	200	—	—
	Tranſported by agreement unto *George Pinch-backe* the Bargain of Sugar agreed upon with *James Wilkinſon* the 21. of *March* (whether more or leſs) which he is to pay me 2 months after the receipt at 14 d. *per* lb. the known weight produceth —	338	6	8
	Remitted to *Jacob Symonſon* gl. 5781. 19 ſtuy. for our Exchange account, each ½, in Bills of *Richard Symonſon*, dated (and omitted to enter) the 27 paſſado; payable at uſance by the ſaid *Richard*, or Aſſigns, exchange at 38 s. 2 d. my payment produceth here--	504	19	6
Dito 22.	Aſſigned *Andrew Hitchcocke* upon *James Wilkinſon*, for the ſumm agreed upon the 8. preſent: being — —	200	—	—
	James Wilkinſon hath delivered 15 cheſts of Sugar to *George Pinch-backe*, poize 77. C. 2. 20 lb. producing at price of agreement made with the ſaid *James* l. 471. 5 s. and with *George* l. 507. 10 s. whereupon I deliver to the ſaid *James* 8 Barres of Silver, poize 1733 oz. at 6 s. 7½ d. the oz. and the difference is paid me back, the Silver produceth — — —	574	1	1
Dito 31.	Received from *Diego del Varino*, by Shipper *John Thomſon*, 572 Pieces of Figgs, in full of the account, as in date 17. *January*, and 15. *April*, which coſt him there (all Charges at 4 *per* C. deducted) 247 C. 320 Reaze, producing here — —	154	11	6
June 7.	Received more by the ſame Ship, to ſell for the account of *Diego del Varino* 270 Frailes of Figgs, and 300 Pieces of Raiſons *Solis*; the Freight, Cuſtome and other charges, as by my book of petties, are — — — —	25	10	7
	And upon our company Figgs, as by the ſaid petty-book —	23	8	9
	Jacob Symonſon ordereth me to pay *Andrew Hitchcocke* gl. 2699. upon ſight of his Letter; being in full of Wares bought for company, as in date 15. *April*: with which *Andrew* I diſcount l. 171. 8 d. paying the reſt by his order to *James Wilkinſon*: the exchange at 36 s 10 d. is — — — —	244	5	—

Thomas

		£	s	d
	Thomas Truſt at *Antwerp* advertiſeth of the ſale of 8 Bales of Pepper, ſent as in date the 15 of *April*, of which the product clear money, as by the account is Ready-money —— —— gl. 2753. 9. 14.			
	More to *Jaques Ferritſon*, part at 2 months, the then ſent Wines, producing (whereof $\frac{2}{3}$ is received) as by the account clear money —— gl. 12400.—.—			
	gl. 15153. 9. 14. pen. at 33 s. 4 d. —— ——	1515	7	—
	Sold to *James Wilkinſon*, *George Pinch-back* and *Andrew Hitchcocke* upon equal ſhare, the 60 Pieces of *Cambrix*, received in date the 13. of *March*, at price 6 l. 15 s. at 4 months, is ——	405	—	—
	Enter Ware-houſe-room at 2 d. a Piece; Brokage at $\frac{1}{3}$, Proviſion for Sales at 2 *per* C. and conclude the account.			
	Thomas Truſt hath remitted gl. 11020. to *Jean du Boys* at *Roan*, in his own Bills dated their 2 preſent: payable at uſance by, and unto himſelf; exchange at 121 d. are W. 3642. 58. 6 d. and here at 72 d. is —— —— —— ——	1092	17	10
Dito 23.	Sold to *Randoll Rice* the Fruits received in date 7. preſent; he paying now l. 380. the remainer at 3 months: *viz.*			
	270 Pieces of Figgs capnets, poize 67 C. 2 qrs. at 50 s.—	168	15	—
	300 Pieces of Raiſons *Solis*, poize 225 C. 3 qrs. at 33 s.—	372	9	9
	Enter Ware-houſe-room at 1 d. Brokage at 1 d. Proviſion, as above; and conclude this account.			
	Jacob Symonſon remitteth me for our Company-exchange, each $\frac{1}{2}$, gl. 5781. 19 ſtuy. in Bills of *Peter Plomp*, dated their 8. preſent: payable at uſance by *Randoll Rice*, exchange at 36 s. 4 d. produceth here —— —— ——	530	9	1
July 2.	Writings received from *Diego del Varino*, of the ſales of 96 Bayes (ſent as in date 21. *February*) at 31 Duckets *per* Piece Ready-money: In returns of which (all charges and proviſion at 4 *per* C. deducted) I receive by *Richard Munt* 2908 Pieces of Figgs, amounting here to —— —— ——	785	13	4
	My Caſh-keeper hath received of *Iſaac Symcocke* the value of *George Pinch-backe*'s Aſſignment: the debt (abating 30 s. for paying before the time) and 20 l. 13 s. 7 d. for charges of 2908 Pieces of Figgs was —— —— —— ——	507	10	—

		L	s	d
	Remitted to *Jacob Symonſan* gl. 6020. 13 ſtuy. for conclude of our exchange-account, each ½, in Bills of *Randoll Rice:* payable at uſance by *Daniel Rice:* exchange at 37 s. 10 d. produceth here	530	9	1
Dito 11.	Sold unto *Randoll Rice* 648. Pieces (being the full conclude) of our company Figs ⅗ him, and ⅖ me, poize 162. C. at 43 s. *per* C. Ready-money, is ——— ——— ———	348	6	—
	Tranſported by order of *Jacob Symonſon* to *James Wilkinſon* the Debts due to him upon his account Currant (which I effect) receiving of the ſaid *James* to clear the account l. 28. 1. 7 d. the whole Debts being ——— ——— ———	405	—	—
Dito 20.	Aſſigned *Andrew Hitchcocke* upon *James Wilkinſon*, of whom he receiveth (leſs l. 3. 6. 8 d. being forbearance of 250 l. paid 2 months before the time) the ſumm of	51	6	8
	Diego del Varino ordereth me to pay unto *Pedro del Varino*, ſuch monies as are in my hands for his account: unto whom I deliver an Aſſignation upon *Randoll Rice* for l. 161. 4. 9. d. the reſt I pay to *Pedro*; and then receive of the ſaid *Randoll* to clear account, his whole Debt being ——— ———	446	1	5
	Sold to *Andrew Hitchcocke* to pay 100 l. Ready-money, theſe Wares following received in date 29. *March*. 160 Pieces of Figs, poize 40 C. at 45 s. ——l. 90. ..4 Bales of Pepper, poize 1468 lb. at 17 d.—l. 103. 19. 8. The remainer at 6 months.	193	19	8

End of the Waſte-book
A.

ANNO 1634. in
London.

THE

THE

JOURNAL

Appertaining to the

Former Waſte-Book:

ANNO 1634.

IN

LONDON.

		L	s	d
1.	*Cash* Debitor to Stock l. 1000. 15 s. 7 d. for ſundry Coins of Gold & Silver, remaining by conclude of former book, *viz.*			
1.	200 Pieces, at 22 s. *per* Piece —— l. 220.—.—			
1.	200 Pieces, at 20 s *per* Piece —— — l. 200.—.—			
	800 Eſtates Dollers, at 4 s. 6 d. —— l. 180.—.—			
	300 Double-Piſtolets, at 26 s. — — l. 390.—.—			
	And in White-money of ſundry ſorts —— l. 10.15.7.			
		1000	15	7
1.	2. *Wares* Debitor to Stock l. 477. 10 s. for 60 *Leeds* Dozens, and 90 Kerſies, remaining in the Ware-houſe unſold, *viz.*			
1.	60 *Leeds* Dozens, rated at l. 3. 12 s. — l. 216.—.—			
1.	40 Kerſies, N° K. —— at l. 2. 17 s. — l. 114.—.—			
	50 Dito — N° R. —— at l. 2. 19 s. — l. 147.10.—			
		477	10	—
2.	3. *Kettles* Debitor to Stock l. 55.—6 d. for 5 Barrels unſold, being of N° weight, and price, as followeth.			
1.	N° 320. poize. 2. 3. 26 lb. tarr. 23 lb.			
	319.—2. 2. 18.——21.			
	318.—2. 1. 21.——22.			
	317.—2.—17.——19.			
	316.—1. 3. 5.——17.			
	Groſſe 12.—. 3 lb. tarr. 3 qrs. 18 lb.			
	Neat C. 11.—13 lb. at l. 4. 19 s. *per* C. — ——	55	—	6
2.	4. *Jean du Boys* at *Roan*, my account Currant Debitor to Stock l. 240. for ℳ. 800. due to me in Ready-money by foot of account, dated there 15 of *December*, for ſold Wares: producing here at 72 d. *per* ℳ. unto —— —— ——	240	—	—
2.	5. *Jacob Symonſon* at *Amſterdam* my account by him in company Debitor to Stock l. 229. for gl. 2290. remaining in his hands, to be by him employed for my company Stock; the ſame at 33 s. 4 d. is here —— —— —— ——	229	—	—
2.	6. *Dito Jacob* his account of Couchaneille, Debitor to Stock l. 4. 17. 8 d. for charges done at the receipt of 3 Barrels of Meſtica. N° and *Hollands* weight, *viz.*			
1.	N° 1. poize 210 lb. tarr. 17 lb.			
	2. poize 179.——15.			
	3. poize 196.——19.			
	Charges at the receipt, as by my former book — —	3	17	8
1.	7. *Stock* Debitor to *Jacob Symonſon* at *Amſterdam* his account Currant l. 150. for ſo much Ready-money of his reſting in my hands, to be employed by me for his company Stock; by the			
2.	which I am to add ⅔ more: his ſumm is —— ——	150	—	—
	The 4. *day of* January 1633.			
4.				
3.	8. *Voyage* to *Amſterdam* conſigned to *Jacob Symonſon*, Debitor to *George Pinch-back* at *Plimouth* l. 360. for 100 *Leeds* Dozens, according			

		L	s	d
	according to my order ſhipt in the *Night-glaſs* of *Amſterdam*, Mr. *John Peeterſon*; and ſent them to the ſaid *Jacob* to ſell for my account; coſt as *per* Invoice No 4. with all charges — —	360	—	—
3. / 1.	9. *George Pinch-back* Debitor to Caſh l. 144. for $\frac{2}{5}$ of the dozens paid by him in Ready-money; the which I now by his order pay here to *John Joyner*: the reſt is to ſtand out 6 months; my payment is — — — —	144	—	—
3. / 2.	10. *Jacob Symonſon* at *Amſterdam* my account of Ready money, debitor to *Jean du Boys* at *Roan* my account Currant l. 120. for ℳ. 400. remitted in his own Bills: dated there 22. of *December*; exchange at 123 d. are gl. 1230. payable at uſance to the ſaid *Jacob* by himſelf, the remiſe at 72 d. ſterl. produceth here —	120	—	—
	The 9. day of January. 1633.			
4. / 4.	11. *Kerſtes in Company*, being $\frac{1}{3}$ for *Jacob Symonſon*, and $\frac{2}{3}$ for me, Debitor to *James Wilkinſon* l. 180. for 60 Pieces bought of him; part thereof to ſtand out 2 months: the whole at 3 l. *per* Piece, are — — — —	180	—	—
4. / 1.	12. *James Wilkinſon* Debitor to Caſh l. 120. for $\frac{2}{3}$ of the whole paid him in part payment, being — — —	120	—	—
2. / 5.	13. *Jacob Symonſon* his account Currant, Debitor to dito *Jacob* his account by me in company l. 40. for his $\frac{1}{3}$ part of the 120 l. paid by me; his Stock ſtanding at preſent upon the Credit of his account Currant, from whence I draw the ſame, when I pay money for the companies uſe; his part now paid is —	40	—	—
	The 13. day of January. 1633.			
5. / 2.	14. *Jean du Boys* my Intereſt account, debitor to dito *Jean* my account Currant l. 120. for ℳ. 400. by him deſired upon *Depoſito*, whereunto I condeſcend: the principal at 72 d. produceth here---	120	—	—
5.	15. *Dito Jean* Debitor to Intereſt-reckoning l. 3. 4 s. for ℳ. 10. 40 ſous, forbearance of the principal for 4 months at 8 *per* C. is at 72 d. here — — —	3	4	—
4. / 1.	16. *Kerſtes in Company*, being $\frac{1}{3}$ for *Jacob Symonſon*, and $\frac{2}{3}$ for me, Debitor to Wares l. 270. for 90 Pieces of my own, brought into the company at 3 l. *per* Piece Ready-money, producing —	270	—	—
2. / 5.	17. *Jacob Symonſon* his account Currant, Debitor to dito *Jacob* his account by me in company l. 90. for his $\frac{1}{3}$ of the 270 l. by me brought into the company, being — —	90	—	—
	The 17. day of January. 1633.			
	18. *Voyage to Lisborn*, conſigned to *Diego del Varino*: being in company			

		L	s	d
5. / 6.	company ⅗ *Randoll Rice*, and ⅖ for me debitor to *Randoll Rice* his account Currant l. 566. 13. 4 d. for 100 double Sayes, shipt thither in the *White Lion*, Mr. *Jonas Jackson*, to be sold for our account; cost him ready-money, with all charges aboard, as by the account from him —— —— ——	566	13.	4
6. / 6.	19. *Randoll Rice* his account Currant, Debitor to *Randoll Rice* his account by me in company l. 340. for his ⅗ of the said 566 l. 13 s. 4 d. carried to stand out till it be received again ——	340	——	
	The 23. *day of* January. 1633.			
6. / 4.	20. *Jean du Boys* at *Roan*, for company *Randoll Rice* ⅗, and ⅖ for me, our account Currant, Debitor to *James Wilkinson* l. 564. 1. 5 d. for W. 2148. 50. 6 d. remitted him; being product of the l. 566. 13. 4. d. above; Provision at ⅓, and Brokage at ⅛ deducted: payable in *Roan* by *Josias Jeffery* at usance: the value agreed upon here with *James* aforesaid; my remise at 63 d. is ——	564.	1.	5
7. / 7.	21. *Profit and Loss in Company* ⅗ for *Randoll Rice*, and ⅖ for me, debitor to Profit and Loss proper l. 2. 11. 11 d. for Brokage of the said remise at ⅛ *per Cent.* being l. 564. 15. 7 d. is--l.—14. 2. And for my Provision of l. 566. 13. 4 d. at ⅕ *per Centum*, producing —— —— l. 1. 17. 9.	.. 2	11	11
6. / 6.	22. *Randoll Rice* his account Currant Debitor to dito *Randoll* his account by me in company l. 225. 12. 7 d. for my ⅗, l. 564. 1. 5 d. now remitted, and are my part of the Sayes standing in Credit of the said account Currant: being ——	225	12.	7
7. / 6.	23. *Dito Randoll* my Interest-account debitor to *Randoll* his account by me in company l. 112. 16. 3 d. for the difference between l. 225. 12. 7 d. laid out as above for me; and l. 338. 8. 10 d. his ⅗ in this remise: which difference I disburse for him to make his summ compleat, being —— —— ——	112	16.	3
5.	24. *Dito Randoll* upon Interest, debitor to Interest-reckoning l. 2. 5. 2 d. for 3 months forbearance of l. 112. 16. 3 d. at 8 *per Cent.* is —— —— —— ——	2.	5.	2
	The 30. *day of* January. 1633.			
3. / 2.	25. *George Pinch-backe* Debitor to Kettles l. 75.—8 d. for 5 Barrels, N° Weight, and Tarre, as in the 3. parcell: amounting at l. 6. 15 s. *per* C. Ready-money, unto —— ——	75	——	8
3. / 1.	26. *Dito:* Debitor to Cash l. 135. 19. 8 d. for so much paid him which was to stand out 6 months: the Accommodation is—	135	19.	8
3. / 5.	27. *Dito:* Debitor to Interest-reckoning l. 4. 19. 8 d. for 5½ months discount of l. 216. at 8 *per* C. paid before the time—	. 4	19.	8

James

		L	s	d
4. / 3.	28. *James Wilkinson* debitor to *Jacob Symonson* his account of Cuchinelia l'. 1580. 10. s. for 3 Barrels of Misteca, N° Weight: *viz.* N° 1. poize 217 lb. tarr. 19 lb. English 2. —— 183. —— 16 lb. English 3. —— 200. —— 20 lb. Grosse —— 600. lb. tarr. 55 lb. Netto. 545 lb. at 58 s *per* pound Ready-money, produceth —— ——	1580	10	—
2. / 4.	29. *Jacob Symonson* his account Currant, debitor to *James Wilkinson* l'. 956. 8. 7 d. for that the said *James* (his own due of l'. 624. 1. 5 d. being deducted) by order of the said *Jacob*, detaineth it in his own hands: the remainer being —— —— ——	956	8	7
3. / 1.	30 *Dito Jacob* his account of Cuchanelia, debitor to Cash l'. 5. 5. 4 d. for Brokage of l'. 1580. 10 s. at $\frac{1}{3}$ *per* C. is ——	5	5	4
7.	31. *Dito Jacob* his Cuchineille debitor to Profit and Loss l'. 31. 12. 2 d. for my provision of l'. 1580. 10 s. at 2 *per* C. being ——	31	12	2
3. / 2.	32. *Dito Cuchineille* debitor to *Jacob Symonson* his account Currant l'. 1539. 14. 10 d. for the neat procced of sales, with 11 lb. advance upon English weight, producing here, charges, and provision deducted, the summ of —— —— ——	1539	14	10

The 17. *day of* February. 1633.

2. / 3.	33. *Jacob Symonson* his account Currant debitor to dito *Jacob* my account of Ready-money l'. 110. 17. 2 d. for gl. 1224. 19. 8 pen. drawn by him upon me for his account; the value of himself, in Bills dated the 20 passado; payable here at usance by, and unto my self for my account (Brokage, and his Provision deducted) exchange at 36 s. 10 d. produceth here —— ——	110	17	2
7. / 3.	34. *Profit and Loss* debitor to *Jacob Symonson* my account of Ready-money l'. —10. 1 d. for gl. 5.—8 pen. by him detained for Brokage and Provision; being at 33 s. 4 d. —— ——	—	10	1

The 21. *day of* February. 1633.

8. / 1.	35. *Voyage to Lisborn*, consigned to *Diego del Varino*, being in company $\frac{2}{3}$ for *Jacob Symonson*, and $\frac{1}{3}$ for me, debitor to Cash, l'. 594. for 96 Pieces of *Colchester* black Bayes, of several sorts and prices, bought of *James Wilkinson:* the same I have shipt by Captain *Solomon*'s conduct to the said *Diego*, to sell for our company account: my payment is —— ——	594	—	—
2. / 5.	36. *Jacob Symonson* his account Currant debitor to dito *Jacob* his account by me in company l'. 396. for his $\frac{2}{3}$ of my payment of the said Bayes, and charges, which he is to allow me present money; being —— —— —— ——	396	—	—

Jacob

		L.	s.	d.
2. 4.	37. *Jacob Symonſon* his account Currant, Debitor to Kerſies in company $\frac{1}{3}$ for him, and $\frac{2}{3}$ for me l. 637. 10 s. for 150 Pieces in his behalf, and for his uſe, ſold to *James Wilkinſon* at l. 4. 5 s. Ready-money —— —— —— ——	637	10	—
5. 2.	38. *Dito*, his account by me in company, Debitor to dito his account Currant l. 212. 10 s. for his $\frac{1}{3}$ of the principal made good againſt his charge; being —— —— ——	212	10	—
1. 2.	39. *Caſh* Debitor to *Jacob Symonſon* his account Currant l. 328. 10 s. 11 d. received of *James Wilkinſon* to clear the account Currant of the ſaid *Jacob*, to this day: the receipt is —— ——	328	10	11
	The 5. *day of* March. 1633.			
8. 3.	40. *Jacob Symonſon* my account of Time, Debitor to Voyage to *Amſterdam*, conſigned to dito *Jacob* l. 286. 2. 6 d. for ſales of 60 dozens, as by his Letters dated the 20 paſſado, *viz.* To *Simon Sweeting* 30 Piece; at gl. 45. 7. 8 pen. *per* Piece, Ready-money, are —— gl. 1361. 5. To *Leonard Lodder* 30 Ps. at gl. 50. for 6 months -- gl. 1500. —. gl. 2861. 5 ſtuy. Exchange at 33 ſh. 4 d. is here —— ——	286	2	6
3. 8.	41. *Dito Jacob* my account of Ready-money, Debitor to my account of Time l. 136. 2. 6 d. for gl. 1361. 5 ſtuy. by him received; reduced at 33 ſh. 4 d. maketh here —— ——	136	2	6
8. 3.	42. *Danſicke-Exchange* in company for *Arthur Mumperſon* there, and me, each $\frac{1}{2}$ Debitor to *Jacob Symonſon* my account of Ready-money l. 136. for 1722 Florins, 20 gros, according to my order remitted to run upon exchange between the ſaid *Arthur* and me $\frac{1}{2}$ gain and loſs: payable 14 days after ſight by *George Gregory*, the value delivered the 24 paſſado to *Peter Jacobſs.* at 228 gros, each l. Flem. his payment is gl. 1360. are here at 33 ſh. 4 d. —— —— —— ——	136	—	—
	The 13. *day of* March. 1633.			
8. 1.	43. *Danſicke-Exchange* in company for *Arthur Mumperſon* there, and me each $\frac{1}{2}$, Debitor to Caſh l. 200. for 2666 Florins. 20 gros, remitted in Bills of *Steven Jourdane*; payable after 16 days ſight by *Herman Helder*; at 240 gros for 12 ſh. my payment is —— —— —— ——	200	—	—
4. 1.	44. *Kerſies in Company* $\frac{1}{3}$ for *Jacob Symonſon*, and $\frac{2}{3}$ for me, debitor to Caſh l. 2. 2. 6 d. for Brokage of l. 637. 10 s. at $\frac{1}{3}$ *per* C. are--	2	2	6
7.	45. *Dito*, To Profit and Loſs l. 128. 5 s. for the enſuing particulars, *viz.* for Ware-houſe-room of 150 Ps. at 2 d. — l. 1. 5. — For my proviſion of Sales at 2 *per Centum* —— l. 12. 15. — For my $\frac{2}{3}$ gains of l. 171. 7. 6 d. produceth —— l. 114. 5. —	128	5	—
5.	46. *Dito*, To *Jacob Symonſon* his account by me in company l. 57. 2. 6 d. for his $\frac{1}{3}$ of l. 171. 7. 6 d. gained by the ſaid Kerſies, being--	57	2	6

		£	s	d
8. / 1.	47. *Jacob Symonſon* his account of *Cambrix*-cloth, debitor to Caſh l. 4. 7 s. for charges done at the receipt of 60 Pieces, received by Shipper *John Claeſon*, to ſell for the account of dito *Jacob:* cuſtome, freight, and other charges appearing in my book of petties, are —— —— —— ——		4	7
9. / 6.	48. *Jacob Symonſon* at *Amſterdam* for company *Randoll Rice* 3/5, and 2/5 for me, Debitor to *Jean du Boys* at *Roan*, for company *Randoll Rice* 3/5, and 2/5 me l. 300. for 1000 ℳ. by dito *Jean* remitted for company uſe; payable at 1/2 uſance by *Peter Prat* in Bills of *Darius de Batts:* dated the 25. paſſado, his remiſe at 124 d. are gl. 3100. and here at 72 d. —— —— ——		300	
	The 21. *day of* March. 1633.			
2. / 1.	49. *Jacob Symonſon* his account Currant, Debitor to Wares l. 300. for 60 *Leeds* Dozens, ſold and ſhipt to him by *John Claeſon:* price 5 l. *per* Piece at 1 months time, produceth ——		300	
2. / 1.	50. *Dito* to Caſh for charges, as by my book of petties at large appeareth, are —— —— —— ——		9	7 . 6
9. / 9.	51. *Figs in Company* 2/5 for *Randoll Rice*, and 3/5 me, Debitor to *Diego del Varino* at *Lisborn*, for company of dito *Randoll* 3/5, and 2/5 me, our account of Ready-money l. 426. 4. 6 d. for 1576 Pieces received by Shipper *Jonas Jackſon* for our company account; which coſt him there Ready-money, with charges, 681 ○. 960 Reaze, reduced at 400. for 5 s. are —— —— ——		426	4 . 6
1.	52. *Dito Figs* Debitor to Caſh l. 8. 7. 9 d. for freight, cuſtome and other particulars, as by my book of Petties —— ——		8	7 . 9
6. / 6.	53. *Randoll Rice* his account Currant, Debitor to dito his account by me in company, for his 3/5 of the charges, which are——		5	— . 8
4. / 10.	54. *James Wilkinſon* Debitor to Promiſe-reckoning l. 314. 3. 4 d. for a bargain of 10 cheſts of Sugar bought of him; coming as by the tenour of his Advice-letter from *Lisborn*; the weight C. 51. 3. 4 lb. which I am to receive, according to the Invoice; free of all charges here, the known weight at 13 d. *per* pound, is —— —— —— —— ——		314	3 . 4
	The 29. *day of* March. 1634.			
10. / 1.	55. *Hendrick vander Linden* 1/2, *John van Does* 1/6, *Jaques Reinſt* 1/3, their account of commodities Debitor to Caſh, l. —. 12. 5 d. for portage by me paid upon the Receipt of the enſuing goods received from the hands of *James Wilkinſon*, to ſell for account of the above-named Company; all other charges are by him defrayed: the particulars of the commodities are,			

160 Pieces

		L	s	d
	160 Pieces of Figgs. . 15 Butts of Allegant. .. 4 Bales of Pepper, poize 1468 lb. The Portridge onely paid by me, is —— ——	.—	12.	5
10. 10.	56. *Hendrick vander Linden* ½, *John van Does* ⅙, *Jaques Reynſt* ⅓, their account of Ready-money, debitor to dito company their account of commodities l.—. 12. 5 d. for the charges thus carried, becauſe they are to repay me preſent money ——	.—	12.	5
3. 8.	57. *George Pinch-backe* debitor to *Danſick*-Exchange in company for *Arthur Mumperſon* there; and me each ½ l. 401. 15. 8 d. for 5000 Florins remitted me in Bills of *Robert Brames*, dated the 2. preſent, payable at 10 days ſight by dito *George*, exchange at 224 gros, is here —— —— —— ——	401	15.	8
9. 6.	58. *Jacob Symonſon* for the company of *Randoll Rice* ⅗, and ⅖ me, debitor to *Jean du Boys* for company of dito *Randoll* ⅗, and ⅖ me, l. 342. 1. 9 d. for ℳ. 1140. 17. 8 d. remitted in full of account for dito company; payable by *Peter du Boys* at uſance: the value in his own Bills dated the 28. of *February*: exchange at 123 d. are ℊl. 3506. 8 ſtiv. the remiſe at 72 d. is here ——	342.	1.	9
7. 6.	59. *Profit and Loſs* in company ⅗ for *Randoll Rice*, and ⅖ for me debitor to *Jean du Boys* for dito company l. 2. 11. 3 d. for theſe particulars following: *viz.* Brokage of ℳ. 1141. 40. 9 d. at ⅛ *per* C. —— ℳ. 1. 23. 1. Proviſion of ℳ. 1148. 50. 6 d. at ⅓ *per* C. —— ℳ. 7. 9. 9. ℳ. 8. 32. 10 d. at 72 d. *per* ℳ. are here —— ——	2	11.	3

The 7. day of April 1634.

10. 2.	60. *Silver* debitor to *Jean du Boys* my account Currant l. 560. 17 s for ℳ. 1869. 23. 4 d. coſts and charges of 8 Barres received by the *Star* of *Amſterdam* for my account: weighing as *per* Invoice 219 M. 40 ℔. at 22 livres, 6 ſous *per* Mark, are liv. 5608. 10 ſous reduced at 2 ſh. *per* livre, are —— —— ——	560	17	—
10.	61. *Dito* to Caſh for cuſtome and other charges, as by the book of petties at large appeareth, being —— ——	4.	7.	2
2. 5.	62. *Jean du Boys* my account Currant, debitor to dito *Jean* my Intereſt-account l. 123. 4 s. for ℳ. 410. 40 ſous, by him detained upon *Depoſito* ſince the 4. of *January*, compared with the 14. thereof, and now due, being —— —— ——	123.	4	—
10. 4.	63. *Promiſe-reckoning* debitor to *James Wilkinſon* l. 250. condeſcended at 8 *per Cent.* for 4 months to let him have at *Depoſito*---	250	—	—
8. 2.	64. *Danſick-exchange* ½ in company for *Arthur Mumperſon* there, debitor to *Jacob Symonſon* at *Amſterdam* his account Currant l. 309. 7. 6 d. for 3987 Florins, 15 gros; remitted him in Bills of my ſelf, payable 19 days after ſight by *Hendrick Holſter* for the account of dito *Jacob* at 232 gros: my remiſe is ——	309.	7.	6

		L	s	d
8. 3.	65. *Danſick-Exchange* in company ½ for *Arthur Mumperſon* there, Debitor to *Jacob Wilkinſon*, I ſay, to *Jacob Symonſon* my account of Ready-money l. 148.—. 6 d. for 1907 Florins, 26 gro, remitted him in mine own Bills, exchange at 232 gros; payable 25 days after ſight by *Hendricke Holſter* for *Jacob Symonſon* upon my account: being the product of 30 Dozens, as in the 5 paſſado; diſcounted at 8 *per* C. for 2 months: the remiſe are gl. 1480. 5 ſtuy. at 33 s. 4 d. is here —— ——	148	—	.6
3. 8.	66. *Jacob Symonſon* my account of Ready-money, debitor to dito *Jacob* my account of Time l. 150. for the gl. 1500. as in *dato* 5 paſſado, diſcounted at 8 *per* C. for 2 months, is at 33 s. 4 d.—	150	—	—
4. 3.	67. *Voyage* to *Amſterdam*, conſigned to *Jacob Symonſon*, Debitor to dito *Jacob* my account of Ready-money l. 1. 19 s. 6. d. for 19 gl. 15. ſtuy. diſcount of the 1500 gl. at time, and price as above, being at 33 s. 4 d. —— —— ——	1	19	.6

The 15. *day of* April. 1634.

10. 9.	68. *Voyage to Antwerp*, conſigned to *Thomas Truſt*, being for company *Randoll Rice* ⅗, and ⅖ for me, debitor to *Jacob Symonſon* for dito company l. 1104. 12 s. and is for the enſuing commodities bought ¾ Ready-money, and ¼ at 2 months: the ſame he hath ſent their 4 preſent to the ſaid *Thomas*, to ſell for our company account; the particulars are: *viz.* 30 Butts of Serreſe at 40 l. Flem. —— l. 1200. .8 Bales of Pepper, weight 2720 lb. at 25 d. l. 283. 6. 8. 19 Laſt 24 M. 3 ſchep. of Wheat, at 60 ggl.—— l. 316.—.— More, for his charges, and proviſion, as by his account l. . 41. 13. 4. l. 1841. Flem. reduced at ⅗ l. are in ſterl. —— ——	1104	12	—
11. 5.	69. *Diego del Varino* at *Lisborn*, for company of *Randoll Rice* ⅗ and ⅖ for me; our account of Time, debitor to Voyage to *Liſborn*, conſigned to dito *Diego* for the ſaid company ⅗ and ⅖ l. 605. for the ſale of 100 double Sayes, as by his Letters dated the 17. paſſado, ſold to *Pedro del Cauzo*, at 22 *per* Piece, *viz.* 73 Pieces Ready-money, produceth——Duck. 1606. 27 Pieces to ſtand out 2 months, are ——Duck. 594. Duckets 2200. at 440 Reaze *per* Ducket, are 968 ○. 000. Reaze. Reduced at 66 d. *per* Ducket, are here ——	605	—	—
9. 11.	70. *Dito Diego* for company ⅗ and ⅖, our account of Ready-money, debitor to *Diego* for the ſame company; our account of Time l. 441. 13 s. for 706 ○. 640 Reaze, received for the 73 Pieces, which we are to have preſent money, being ——	441	13	—
2. 7.	71. *Jacob Symonſon* my account by him in company debitor to Profit and Loſs l. 50. for gl. 500. gained for my part by our company Stock, begun in *July* 1633. the ſumm at 33 s. 4 d. is—	50	—	—
11. 11.	72. *Amſterdam-Exchange* being, I ſay, *Andrew Hitchcocke*, debitor to *Amſterdam*-exchange, being in company for *Jacob Symonſon*			

		L.	s.	d.
	ſon and me each ½ l. 504. 19. 6 d. for gl. 5580. being gl. 2290. my firſt laid-in Principal: 500 gl. gains, and 2790 gl. his part: remitted me at 36 s. 10 d. in Bills of *Peter Snap* dated their 3. preſent: payable at uſance by the before-named *Andrew*; appointed onely to run upon Exchange for company uſe: the ſame Exchange deducted, produceth gl. 5049. 15 ſtuy. at 33 s. 4 d. is —	504	19	.6
11. 5.	73. *Amſterdam Exchange* ½ in company for *Jacob Symonſon* debitor to *Jacob Symonſon* his account by me in company l. 279. for his ½ of the remiſe due to him, exchange at 33 s. 4 d. is here —	279	—	—
2.	74. *Dito Exchange* debitor to *Jacob Symonſon* my account by him in company l. 279. for gl. 2790. my ½ of the remiſe due to me is at 33 s. 4 d. — — —	279	—	—
	The 22. day of April. 1634.			
2. 3.	75. *Jean du Boys* my account Currant debitor to *George Pinchbacke* l. 393. 13. 6 d. for ℳ. 1499. 43. 4 d. drawn upon me (including 41 ℳ. for Brokage and Proviſion of Traict and Silver) in Bills dated their 23. of *March*: payable at ¾ uſance; exchange at 63 d. are here — — —	393	13	.6
10. 2.	76. *Silver* debitor to *Jean du Boys* my account Currant l. 12. 6 s. for 41 ℳ. due to him for Brokage, and proviſion of Exchange and Silver, is here at 72 d. — —	12	.6	—
1. 3.	77. *Caſh* debitor to *George Pinch-backe* l. 9. 11. 2 d. received of him to clear the parcell, provided 29 s. is included, being forbearance of my money; the receipt is — —	.9	11	.2
3. 5.	78. *George Pinch backe* debitor to Intereſt-reckoning l. 1. 9 s. for allowance-money agreed upon, being — —	.1	.9	—
12. 8.	79. *Arthur Mumperſon* at *Danſicke* my account by him in company debitor to *Danſicke*-exchange ½ in company for dito *Arthur* l. 413. 11. 9 d. for 5284 Florins, 21 gros, remitted him in mine own Bills, to be there imployed for my part of Stock now erected: by which he is to lay in the like ſumm; this being payable at ſight, by, and unto himſelf for our company account at 230 gros: the remiſe is here — — —	413	11	.9
8. 12.	80. *Danſicke-exchange* ½ in company for *Arthur Mumperſon* there, debitor to *Arthur Mumperſon* my account by him in company l. 10. 19. 8 d. for 140 Florins 10 gros, 5 pinninghen (of 18 to a gros) remitted him in mine own Bills, being his part of company gains here: the value diſcountable at ſight in his own hands; exchange at 230 gros, is here — —	10	19	.8
7.	81. *Dito Exchange* debitor to Profit and Loſs for my gains —	10	19	.9
	The 30. day of April. 1634.			
	82. *Jacob Symonſon* for company of *Randoll Rice* ⅗, and ⅖ me, debitor			

		L	s	d
9. 11.	debitor to *Andrew Hitchcocke* l. 158. 4. 9 d. for gl. 1740. 12 stuy. ordered me upon sight of his Letter to pay to the said *Andrew*, being part of bought Wares for dito company, as in the 15. present; exchange at 36 s. 8 d. is here —— ——	158	4	9
6. 6.	83. *Randoll Rice* his account Currant, Debitor to dito *Randoll* his account by me in company l. 94. 18. 10 d. for his 3/5 of the said Exchange paid *Andrew Hitchcocke*, being —— ——	94	18	10
4. 11.	84. *James Wilkinson* Debitor to *Andrew Hitchcocke* l. 250. by my order paid to *John Sharpe* for the use of the said *James*: being promised him upon *deposito* the 7. present, the ordered summ is—	250	—	—
5.	85. *Dito* to Interest-reckoning l. 6. 13. 4 d. for the forbearance of the said 250 l. the time of 4 months at 8 *per* C. is ——	6	13	4
10.	86. *Dito* to Promise-reckoning l. 250. for the performance of the Promise made the 7. present, being —— ——	250	—	—
11. 5.	87. *Andrew Hitchcock* Debitor to Interest-reckoning l. 2. 11. 8 d. for l. 96. 14. 9 d. detained upon Interest, being the Remainer of an Exchange, as in the 15. present; the forbearance of which at 8 *per* C. for 4 months produceth —— ——	2	11	8

The 8. day of May. 1634.

4. 10.	88. *James Wilkinson* Debitor to Promise-reckoning l. 200. for our agreement of the said value for *Andrew Hitchcocke*'s use at 8 *per* C. for 4 months, upon mine own Bond: the summ is —	200	—	—
1. 9.	89. *Cash* Debitor to Figs in company 3/5 *Randoll Rice*, 2/5 me l. 525. for 1500 Pieces sold to *George Pinch-backe* at 7 s. *per* Piece; my Receipt is —— —— —— —— ——	525	—	—
6. 6.	90. *Randoll Rice* his account by me in company, Debitor to dito *Randoll* his account Currant l. 315. for his 3/5 of the received summ for Figs, being —— —— —— ——	315	—	—
6. 7.	91. *Dito* His account Currant Debitor to *Randoll* my Interest-account l. 115. 1. 5 d. being for Money paid for him upon company-account the 23. of *January*: the summ now due is with Interest—	115	1	5
1.	92. *Dito* His account Currant debitor to Cash l. 99. 19. 1 d. paid to the said *Randoll* in full of l. 315. due upon this sale, the summ is —— —— —— ——	99	19	1
4. 3.	93. *Jacob Symonson* my account of Ready-money Debitor to Voyage to *Amsterdam*, consigned to the said *Jacob* l. 200. for sale of 40 Dozens, sold to *Jasper Cop* for Ready-money; producing at 50 gl. *per* Piece to gl. 2000. are at 33 s. 4 d. —— ——	200	—	—
11. 3.	94. *Andrew Hitchcocke* Debitor to *Jacob Symonson* my account of Ready-money l. 171. 8 s. 4 d. being for a Remise of gl. 1877. in			

		L	s	d
	in his own Bills dated there 8. preſent: payable at uſance, exchange 36 s. 6 d. is here —— —— ——	171	8	4
4. / 3.	95. *Voyage to Amſterdam*, conſigned to *Jacob Symonſon*, Debitor to *Jacob Symonſon* my account of Ready-money l. 12. 6 s. for gl. 123. being Ware-houſe-room, Brokage and Proviſion of the ſaid Dozens, is here at 33. 4 d. —— —— ——	12	6	—
	The 13. *day of* May. 1634.			
10. / 3.	96. *Promiſe reckoning* Debitor to *George Pinch backe* l. 338. 6. 8 d. for the bargain of Sugar agreed upon with *James Wilkinſon* the 21. of *March* now tranſported to him, whether more or leſs; the ſame he is to pay me 2 months after his receipt: the known weight at 14 d. *per* lb. produceth —— ——	338	6	8
11. / 1.	97. *Amſterdam Exchange* being in company ½ for *Jacob Symonſon* Debitor to Caſh l. 504. 19. 6 d. for the value at 38 s. 2 d. being gl. 5781. 19 ſtuy. remitted him in Bills of *Richard Symonſon*, dated (and omitted to enter) the 27. paſſado: payable at uſance by the ſaid *Richard*, or Aſſigns; the here remitted ſumm at 33 s. 4 d. are gl. 5049. 15 ſtuy. my payment produceth here ——	504	19	6
5. / 11.	98. *Jacob Symonſon* his account by me in company, Debitor to *Amſterdam Exchange* ½ in company with dito *Jacob* l. 289. 1. 11 d. And is for his ½ of the exchange now remitted to him, being at 33 s. 4 d. —— —— —— ——	289	1	11
2. / 11.	99. *Jacob Symonſon* my account by him in company, Debitor to *Amſterdam-exchange* ½ in company with dito *Jacob* l. 289. 1. 11 d for my ½ of the gl. now remitted, being gl. 2890. 19. 8 pen. and are at 33 s. 4 d. here —— —— —— ——	289	1	11
	The 22. *day of* May. 1634.			
11. / 4.	100. *Andrew Hitchcocke* Debitor to *James Wilkinſon* l. 205. 6. 8 d. whereof mine Aſſignment is 200 l. and l. 5. 6. 8 d. for Intereſt due to the ſaid *James:* I being bound for *Andrew*; the whole is—	205	6	8
10. / 4.	101. *Promiſe-reckoning* Debitor to *James Wilkinſon* l. 200. for accompliſhing the ſumm promiſed the 8. preſent, being ——	200	—	—
3. / 4.	102. *George Pinch-backe* Debitor to *James Wilkinſon* l. 471. 5 s. for 15 cheſts of Sugar delivered the ſaid *George*, poize 77. C. 2. 20 lb. producing at 13 d. *per* pound to —— ——	471	5	—
7.	103. *Dito George* Debitor to Profit and Loſs l. 36. 5 s. for advance upon my bargain at 1 d. *per* pound, produceth ——	36	5	—
10.	104. *Dito George* Debitor to Promiſe-reckoning l. 338. 6. 8 d. for the performance of my Promiſe made the 13. preſent, accompliſhed now by *James Wilkinſon* with an over-plus, the ſumm was--	338	6	8

105. *James*

		L	s	d
4. / 10.	105. *James Wilkinſon* Debitor to Silver l. 574. 1. 1 d. for 8 barres, weighing 1733 oz. delivered, and part diſcounted againſt Sugar, the Silver at 6 s. 7½ d. produceth — —	574.	1.	1
1. / 4.	106. *Caſh* Debitor to *James Wilkinſon* l. 102. 16. 1 d. received of him to clear the trucke: the receipt is — —	102	16.	1
10. / 4.	107. *Promiſe-reckoning* debitor to *James Wilkinſon* l. 314. 3. 4 d. for his performance of agreement made *March* 21, producing —	314.	3.	4
	The 31. *day of* May. 1634.			
9. / 9.	108. *Figs in Company* ⅗ for *Randoll Rice*, and ⅖ for me debitor to *Diego del Varino* for the company of dito *Randoll* ⅗, and ⅖ me, l. 154. 11. 6 d. for 572 Pieces received by *John Thomſon* Shipper, being in full of Sayes ſold for our account; the ſame coſt there 247 C. 320 Reaze, which produce here — —	154	11.	6
9. / 11.	109. *Diego del Varino* for the company of *Randoll Rice* ⅗, and ⅖ for me; our account of Ready-money debitor to dito *Diego* for the ſaid company, our account of Time l. 163. 7 s. for 261 C. 360 Reaze now made good to us in the Figs; and therefore I tranſport the ſame to the Ready-mony againſt the received Figs, being —	163.	7.	—
5. / 9.	110. *Voyage to Lisborn* conſigned to *Diego del Varino*, being in company ⅗ for *Randoll Rice*, and ⅖ for me, Debitor to dito *Diego* for the ſaid company, our account of Ready-money l. 24. 4 s. for 38 C. 720 Reaze due to him for proviſion and charges of the whole paſſage at 4 *per* C. are here at 400 for 5 s. —	24.	4.	—
	The 7. *day of* June. 1634.			
12. / 12.	111. *Diego del Varino* at *Lisborn* his account of fruits, Debitor to *Diego* his account of Caſh l. 25. 10. 7 d. for charges done at the receipt of 270 Frails of Figs; and 300 Pieces of Raiſons *Solis*, received by *John Thomſon* Shipper, to ſell for the account of dito *Diego*: cuſtome, freight, and other petties, as by my book, are —	25	10.	7
12. / 1.	112. *Diego del Varino* his account of Caſh, Dr. to Caſh proper l. 25. 10. 7 d. for the charges paid out of my money for him, being —	25	10.	7
9. / 1.	113. *Figs in Company* ⅗ for *Randoll Rice*, and ⅖ for me, Debitor to Caſh l. 23. 8. 9 d. for charges done at the receipt of 572 Pieces, particulars, as in my book of petties, amount unto —	23.	8.	9
9. / 11.	114. *Jacob Symonſon* for company ⅗ *Randoll Rice*, and ⅖ me, Debitor to *Andrew Hitchcocke* l. 244. 5 s. for gl. 2699. ordered me upon ſight of his Letter to pay unto the ſaid *Andrew*, being in full of bought Wares for dito company, as in date 15 paſſado; Exchange at 36 s. 16 d. is here — — —	244.	5.	—
11. / 1.	115. *Andrew Hitchcock* Debitor to *James Wilkinſon* l. 72. 16. 8 d. I ſay, Debitor to Caſh l. 72. 16. 8 d. for ſo much by his order paid unto *James Wilkinſon* to clear the Exchange; my payment is —	72	16.	8
6. / 6.	116. *Randoll Rice* his account Currant debitor to dito *Randoll* his account by me in company l. 146. 11 s. for his ⅗ of my preſent			

		L	s	d
	ſent payment for Company uſe, being —— ——	146	11	—
12. 10.	117. *Thomas Truſt* at *Antwerp* for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account of Time, Debitor to Voyage to *Antwerp*, conſigned to dito *Thomas* for our company $\frac{3}{5}$, and $\frac{2}{5}$, l. 1515. 7 s. for the enſuing Wares ſold by him: the particulars are, *viz.* 8 Bales of Pepper, producing clear Ready-money, as by the account —— gl. 2753. 9. 4. 30 Butts of Serreſe to *Jaques Gerritſon*; part at 2 months, producing (whereof $\frac{2}{3}$ is received) as by the account, clear money — gl. 12400. — gl. 15153. 9. 4 pen. reduced at 10 gl. or 33 s. 4 d. are ——	1515	7	—
13. 12.	118. *Dito Thomas* for company, as above, our account of Ready-money, Debitor to the ſaid *Thomas* for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time l. 1102.—4 d. for gl. 11020. 3. 9 pen. by him received of the before entred money, is here ——	1102	—	4
	The 15. *day of* June. 1634.			
4. 3. 11. 8.	119. *Debitors* to *Jacob Symonſon* his account of *Cambrix*-cloth, l. 405. for 60 Pieces ſold jointly to the enſuing parties, at 6 l. 15 s. upon an equal ſhare, at 4 months time: *viz.* *James Wilkinſon* 20 Pieces —— l. 135. *George Pinchback* 20 Pieces —— l. 135. *Andrew Hitchcock* 20 Pieces —— l. 135. —— —— The Rule in the 244 place is *contradicted.*	405	—	—
8. 1.	120. *Jacob Symonſon* his account of *Cambrix*-cloth, debitor to Caſh l. 1. 7 s. for Brokage of l. 405. at $\frac{1}{3}$ *per Centum*, is ——		1	7 —
7.	121. *Dito* to Profit and Loſs l. 8. 12 s. for the enſuing particulars: *viz.* For Ware-houſe-room at 2 d. *per* Piece l. — 10. For Proviſion of Sales at 2 *per* C. — l. 8. 2. ——		8	12 —
2.	122. *Dito* to *Jacob Symonſon* his account Currant l. 390. 14 s. for the neat proceed made good there, without my prejudice of Debts, yet ſtanding out upon 4 months time: the ſumm now tranſported is —— —— —— ——	390	14	—
6. 13.	123. *Jean du Boys* for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant, Debitor to *Thomas Truſt* for dito company $\frac{3}{5}$, and $\frac{2}{5}$ our account of Ready-money l. 1092. 17. 10 d. for gl. 11020. remitted in his own Bills, dated their 2 preſent: payable by and unto himſelf; exchange at 121 d. are W. 3642. 58. 6 d. and here at 72 d. —— —— ——	1092	17	10
	The 23. *day of* June. 1634.			
6. 12.	124. *Randoll Rice* his account Currant, Debitor to *Diego del Varino* his account of Fruits l. 541. 4 s. 9 d. for ſeveral ſorts ſold him, paying l. 380. now the remainer at 2 months, *viz.* 270 Pieces			

		℔	ʃ	₰
	270 Pieces of Figs tapnets, poi. 67. C.2. q^{rs}. at 50 ʃ. ℔.168.15. 300 Pieces of Raiſons *Solis*, poi. 225. C.3. q^{rs}. at 33 ʃ. ℔.372.9.9.	541	4	9
12. 6.	125. *Diego del Varino* his account of Caſh Debitor to *Randoll Rice* his account Currant ℔. 380. received now in part of the fruits, being —— —— —— ——	380	—	—
1. 12.	126. *Caſh* Debitor to *Diego del Varino* his account of Caſh, ℔.25. 10. 7 ₰. and is for ſo much by me paid the 7. preſent upon the receipt of his fruits, and now taken back; being —— ——	25	10	7
12. 12.	127. *Diego del Varino* his account of Fruits debitor to dito his account of Caſh ℔. 15. 11. 6 ₰. for the enſuing particulars, to wit, Brokage at 1 ₰. *per* Piece —— ——℔. 2. 7.6. Ware-houſe at 1 ₰. *per* Piece —— ——℔. 2. 7.6. Proviſion of Sales at 2 *per* C. ——℔.10.16.6.——	15	11	6
12.	128. *Dito account of Fruits* debitor to *Diego del Varino* his account Currant ℔. 500. 2. 8 ₰. for the neat proceed made good there without my prejudice of unreceived Debts; the tranſport is ——	500	2	8
1. 7.	129. *Caſh* debitor to Profit and Loſs ℔. 13. 4 ʃ. for Ware-houſe-room and proviſion of fruits, as above; taken out of his Caſh, producing —— —— —— ——		13	4 —
6. 11.	130. *Randoll Rice* his account Currant debitor to *Amſterdam-Exchange* for company of *Jacob Symonſon* and me, each ½ ℔. 530. 9. 1 ₰. for ℊl. 5781. 19 ſtuy. remitted me at 36 ʃ. 4 ₰. in Bills of *Peter Plomp*, dated their 8. preſent; payable by the ſaid *Randoll* at uſance: the ſame (exchange deducted) produceth ℊl. 5304. 11 ſtuy. is here at 33 ʃ. 4 ₰. —— —— —— ——	530	9	1
11. 5.	131. *Amſterdam-Exchange* for company of *Jacob Symonſon* and me each ½, Debitor to *Jacob Symonſon* his account by me in company ℔. 289. 1. 11 ₰. for his one half of the now remitted guilders, being at 33 ʃ. 4 ₰. —— —— —— ——	289	1	11
2.	132. *Dito* to *Jacob Symonſon* my account by him in company ℔. 289. 1. 11 ₰. for ℊl. 2890. 19. 8 pen. being the moity of the now remiſe, at 33 ʃ. 4 ₰. is here —— —— ——	289	1	11
	The 2. *day of* July. 1634.			
13. 8.	133. *Figs in Company* ⅔ for *Jacob Symonſon*, and ⅓ for me, debitor to Voyage to *Lisborn*, conſigned to *Diego del Varino*, being in company for *Jacob Symonſon* ⅔, and ⅓ for me ℔. 785. 13. 4 ₰. for 2908. Pieces received by *Richard Munt* in Returns of 96 Bayes ſold at 31 Duckets Ready-money; his charges and proviſion at 4 *per* C. being deducted, produceth here —— ——	785	13	4
1. 3.	134. *Caſh* debitor to *George Pinch-back* ℔. 485. 6. 5 ₰. received of *Iſaac Symcock* by my Caſheer upon the Aſſignation of dito *George* in part of his Debt; the Aſſignment was —— ——	485	6	5

135. *Inte-*

		£	s	d
5. 3.	135. *Intereſt-reckoning* Debitor to *George Pinch-backe* £.1.10 s. for payment of his money before the Time, I abate of his debt—	1	10	—
13. 3.	136. *Figs in company* ⅔ for *Jacob Symonſon*, and ⅓ for me, debitor to *George Pinch-backe* £.20. 13. 7 d. for charges of 2908 Pieces of Figs paid by him for our company uſe, which I allow back, being — — — — — —	20	13	7
2. 5.	137. *Jacob Symonſon* his account Currant Debitor to dito *Jacob* his account by me in company £.13. 15. 7 d. for his ⅔ of the charges by me allowed *George Pinch-backe* in account, being—	13	15	7
11. 6.	138. *Amſterdam-Exchange* for company *Jacob Symonſon*, and me, each ½, Debitor to *Randoll Rice* his account Currant £.530. 9. 1 d. for gl. 6020. 13 ſtuy. remitted to *Jacob Symonſon* in full conclude of our company-exchange, payable at uſance by *Daniel Rice*, at 37 s 10 d. the ſame (exchange deducted) produceth gl. 5304. 11 ſtuy. and are here at 33 s. 4 d. — —	530	9	1
5.	139. *Jacob Symonſon* his account by me in company, debitor to *Amſterdam* Exchange for company, *Jacob* and me, each ½ £.301. — 8 d. for ½ of the now remitted gilders, at 33 s. 4 d. is here—	301	—	8
2. 11.	140. *Dito Jacob* my account by him in company, debitor to *Amſterdam* Exchange, as above £.301. — 8 d. for my ½ of the now remitted gl. being 3010. 6. 8 pen. at 33 s. 4 d. are here —	301	—	8
11. 5.	141. *Amſterdam-Exchange* for company *Jacob Symonſon* and me, each ½, debitor to *Jacob Symonſon* his account by me in company £.22. — 8 d. for gl. 220. 6. 8 pen. gained for his part upon the Exchange, and are at 33 s. 4 d. — — —	22	—	8
7.	142. *Dito*, to Profit and Loſs £.22.— 8 d. for gl. 220. 6. 8 pen. being my part of gains, are here at 33 s. 4 d. —	22	—	8

The 11. *day of* July. 1634.

6. 9.	143. *Randoll Rice* his account Currant debitor to Figs in company ⅗ for dito *Randoll*, and ⅖ for me £.348. 6 s. for 648 Pieces ſold him, being the full remainer, poize 162 C. at 43 s. *per* C. Ready-money, is — — — —	348	6	—
6. 6.	144. *Dito* his account by me in company, Debitor to his account Currant £.208. 19. 7 d. for his ⅗ of the ſold Figs, being—	208	19	7
9. 7.	145. *Figs in Company* ⅗ for *Randoll Rice*, and ⅖ for me, Debitor to Profit and Loſs £.114. 15. 5 d. for Ware-houſe-room, Proviſion and extraordinary pains, agreed upon for — — — — £.17. 10.— } More, for my ⅖ of the gains, charges deducted is £.97. 5. 5. } —	114	15	5
6.	146. *Dito*, to *Randoll Rice* his account by me in company, for his ⅗ of the gains upon the ſaid Figs, being — —	145	18	1

147. *Jacob Symonſon* his account Currant debitor to *James Wil-*

		£	s	d
2. 4.	*kinſon* l. 135. for his debt due to the ſaid *Jacob*, and by his order tranſported to the ſaid *James* towards clearing of account, being—	135	—	—
4.	148. *Dito Jacob* Debitor to *George Pinch backe* l. 135. for the like debt tranſported by his order to the ſaid *James Wilkinſon*, being	135	—	—
11.	149. *Dito Jacob* Debitor to *Andrew Hitchcocke* l. 135. for the like debt by his order tranſported to the ſaid *James Wilkinſon*, being	135	—	—
1. 2.	150. *Caſh* Debitor to *Jacob Symonſon* his account Currant l. 28. 1 s. 7 d. for Charges, Brokage, Ware-houſe room and Proviſion, by me formerly charged upon his account of *Cambrix*, and now by order of *Jacob Symonſon* received of *James Wilkinſon* for the full clearing of this account; becauſe the Wares were all ſold upon time: my receipt is	28	1	7

The 20. *day of* July. 1634.

11. 4.	151. *Andrew Hitchcock* debitor to *James Wilkinſon* l. 48.—.— for my Aſſignation delivered him upon the ſaid *James*, being—	48	—	—
5. 4.	152. *Intereſt-reckoning* debitor to *James Wilkinſon* l. 3. 6. 8 d. for forbearance of 250 l. paid 2 months before the time, concerning the which I allow him	3	6	8
12. 6.	153. *Diego del Varino* his account Currant debitor to *Randoll Rice* his account Currant l. 161. 4. 9 d. for my Aſſignation delivered to *Pedro del Varino*, in full of Debt due to *Diego* from the ſaid *Randoll*, being	161	4	9
12.	154 *Dito* his account Currant Debitor to *Diego* his account of Caſh l. 338. 17. 11 d. paid unto the ſaid *Pedro* to clear account in the behalf of *Diego*; the payment in full is	338	17	11
1. 6.	155. *Caſh* Debitor to *Randoll Rice* his account Currant l. 284. 16. 8 d. received of him to clear this account; the ſumm of	284	16	8
11. 10.	156. *Andrew Hitchcock* Debitor to *Hendrick vander Linden*, and company, their account of commodities l. 193. 19. 8 d. for theſe Wares following, ſold to him, paying now l. 100. the remainer at 6 months; to wit, 160 Pieces of Figs, poize 40 C. at 45 s.——l. 90.—.— 4 Bales of Pepper, poize 1468 lb. at 17 d.---l. 103. 19. 8.	193	19	8
1. 11.	157. *Caſh* Debitor to *Andrew Hitchcock* l. 100. for ſo much received of him, in part of ſold Wares, being	100	—	—
10. 13.	158. *Hendrick vander Linden*, and company, their account of Commodities Debitor to dito company their account of Time l. 193. 19. 8 d. for the ſold value carried to their time account, being as above appeareth	193	19	8

159. *Dito*

		L	s	d
13. 10.	159. *Dito Company* their account of Time Debitor to their account of Ready-money l. 100. for so much received of *Andrew Hitchcock* in part of Wares, as above; the same I am to pay at their pleasure to them, or Assigns, being —— ——	100	—	—
1.	160. *Wares* Debitor to Profit and Loss l. 92. 10 s. gained by the sale of 60 Dozens, and 90 Kersies —— ——	92	10	—
2.	161. *Kettles* Debitor to Profit and Loss l. 20. — 2 d. gained by the sale of 5 Barrels. —— —— ——	20	—	2
2.	162. *Jean du Boys* at *Roan* my account Currant, Debitor to Profit and Loss l. 56. 5. 6 d. gained by the Exchange ——	56	5	6
4.	163. *Voyage to Amsterdam* consigned to *Jacob Symonson* debitor to Profit and Loss l. 111. 17 s. gained by the sale of 100 Dozens—	111	17	—
5. 7.	164. *Interest reckoning* Debitor to Profit and Loss l. 16. 6. 2 d. gained by this account — — — —	16	6	2
7. 3.	165. *Profit and Loss* Debitor to *Jacob Symonson* my account of Ready-money l. 25. — 11 d. for gl. 1. 5 stuy. to short in account, and Loss by Exchange —— —— —— ——	25	—	11
10.	166. *Dito* to Silver l. 3. 9. 1 d. lost by 8 Barres sold ——	3	9	1
5. 7.	167. *Voyage to Lisborn*, consigned to *Diego del Varino* for company $\frac{3}{5}$ *Randoll Rice*, $\frac{2}{5}$ me, debitor to Profit and Loss for dito company l. 14. 2. 8 d. gained by the sale of 100 Sayes ——	14	2	8
6. 7.	168. *Jean du Boys* at *Roan*, for company of *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant, Debitor to Profit and Loss for dito company l. 80. 11. 7 d. for so much gained by Exchange —	80	11	7
8. 5.	169. *Voyage to Lisborn*, consigned to *Diego del Varino* for company *Jacob Symonson* $\frac{2}{3}$ and $\frac{1}{3}$ for me, Debitor to *Jacob Symonson* his account by me in company l. 127. 15. 7 d. for his $\frac{2}{3}$ of l. 191. 13. 4 d. gained by sale of 96 black Bayes, being ——	127	15	7
7.	170. *Dito* Debitor to Profit and Loss l. 63. 17. 9 d. for my $\frac{1}{3}$ gains by the said Bayes, being —— —— ——	63	17	9
9. 7.	171. *Jacob Symonson* at *Amsterdam* for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ for me, Debitor to Profit and Loss for dito company l. 60.— 6 d. and is for so much gained by the Exchange, being ——	60	—	6
10. 7.	172. *Voyage to Antwerp*, consigned to *Thomas Trust*, being for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, debitor to Profit and Loss for dito company l. 600. 7 s. gained by the sale of Wines and Pepper, as by the Factors account, amounting to —— ——	600	7	—
7. 13.	173. *Profit and Loss* in company $\frac{3}{5}$ for *R. R.* and $\frac{2}{5}$ for me, Debitor to *Thomas Trust* for dito company our account of Ready-money, l. 9. 2. 6 d. for 3 stuy. 9 pen. too short in account, and lost by Exchange —— —— —— ——	9	2	6

174. *Profit*

		L	s	d
7. 6.	174. *Profit and Loſs* in company $\frac{3}{5}$ for *Randoll Rice*, and $\frac{2}{5}$ for me, Debitor to *Randoll Rice* his account by me in company ℔. 444. 9. 8 ß. for his $\frac{3}{5}$ of ℔. 740. 16. 1 ß. being due to him by the diviſion of this account; the ſumm is —— —— ——	444	9	8
7.	175. *Dito*, to Profit and Loſs, for my part gains ——	296	6	5
13. 2.	176. *Balance* Debitor to *Jacob Symonſon* at *Amſterdam* my account by him in company ℔. 301.—8 ß. for gl. 3010. 6. 8 pen. due to me by conclude of account, being —— ——	301	—	8
6.	177. *Dito*, to *Jean du Boys* at *Roan*, for the company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant, ℔. 1092. 17. 10 ß. for 3642. ℳ. 58 ſous, 6 ß. due to the ſaid company by conclude of account, being —— —— —— ——	1092	17	10
10.	178. *Dito*, to *Hendricke vander Linden* $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$, their account of commodities ℔. 194. 12. 1 ß. for 160 Pieces of Figs, 4 Bales of Pepper, 15 Butts of Allegant, being the whole Debit in Wares and Money, tranſported thus to have the account compleat in new books, as it ſtandeth here, the money is —— —— —— ——	194	12	1
10.	179. *Dito*, to Voyage to *Antwerp*, conſigned to *Thomas Truſt*, being for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, ℔. 189. 12 ß. for 19 Laſts, 24 Mudden, 3 ſcheples of Wheat, as in the 15. of *April*, and remain unſold, the ſame at 60 ggl. (of 28 ſtuy.) *per* Laſt, is ℔. 316. Flem. are at 33 ß. 4 ß. —— —— ——	189	12	—
11.	180. *Dito*, to *Andrew Hitchcocke* ℔. 446. 12. 9 ß. and is for ſo much due to me by conclude of account, being ——	446	12	9
12.	181. *Dito*, to *Arthur Mumperſon* at *Danſicke* my account by him in company ℔. 402. 12. 1 ß. for 5144 Florins, 10 gros, 13 pen. Poliſh, due to me by conclude of account, being ——	402	12	1
12.	182. *Dito*, to *Thomas Truſt* at *Antwerp*, for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time ℔. 413. 6. 8 ß. for gl. 4133. 5. 11 pen. due to us by conclude of account; upon our Time account, being —— —— ——	413	6	8
13.	183. *Dito*, to Figs in company, $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ for me, ℔. 806. 6. 11 ß. for 2908 Pieces unſold, coſt with charges here, as by the account —— —— ——	806	6	11
5. 13.	184. *Jacob Symonſon* at *Amſterdam* his account by me in company Debitor to *Balance* ℔. 512. 3. 8 ß. for ſo much due to him by conclude of this account, being —— ——	512	3	8
6.	185. *Randoll Rice* his account by me in company Debitor to Balance ℔. 991. 7. 6 ß. for ſo much due to him upon this account--	991	7	6
10.	186. *Hendrick vander Linden* $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$, their account of commodities, Debitor to *Balance* ℔. 194. 12. 1 ß.			

		L	S	d
	12. 1 ℔. for 160 Pieces of Figs, and 4 Bales of Pepper ſold, being the whole Wares in credit, tranſported thus to have the account compleat in new books, as it here ſtandeth: the money is —— —— —— —— ——	194	12	.1
10.	187. *Dito Company* their account of Ready-money debitor to *Balance* ℔. 99. 7. 7 ℔. for conclude due to them —— ——	99	.7	.7
13.	188. *Dito Company* their account of Time, Debitor to *Balance* ℔. 93. 19. 8 ℔. due to them for conclude of this account, being —— —— —— —— ——	93	19	.8
13.	189. *Balance* Debitor to Caſh ℔. 947. 2. 1 ℔. and is for ſo much by conclude remaining therein, and tranſported, being—	947	.2	.1
7.	190. *Profit and Loſs* debitor to Stock ℔. 1046. 8. 10 ℔. for gains			
1.	in this handle, tranſported to conclude this account, being ——	1046	.8	10
1.	191. *Stock* debitor to Balance ℔. 2902. 12. 7 ℔. for the difference of that account, being my preſent Eſtate; and tranſported thither to conclude this, being —— ——	2902	12	.7
13.				

End of the Journal
A.
1634.

OF THE FORM OF MY KALENDAR,

And the USE thereof.

I divide each Letters place of my Kalendar into five parts, according to the order of the five Vowels; entring the Peoples Sur-names upon the Letter wherewith they begin, after our usual Englisſh manner:

EXAMPLE.

If you desire the name of *Jean du Boys*, seek the *B*, and there again in the *O*, as being the first Vowel that his Surname begins withall.

If *Andrew Hitchcocke*, seek *H*, and again therein the *I*, as being the first Vowel in his Surname.

If *Arthur Mumperſon*, seek *M*, and therein *U*: and so of all other.

A.	B.
A)	*Balance* —— —— fol. 13.
E) *Amſterdam-exchange*, being in company for *Jacob Symonſon*, and me, each $\frac{1}{2}$ —— —— fol. 11.	
I)	
O)	*Jean du Boys* at *Roan* my account Currant —— —— fol. 2. *Dito*, my Intereſt-account —— fol. 5. *Dito*, for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account Currant — —— fol. 6.
U)	

C.	D.
A) *Cash* — — — — fol. 1.	
E)	*Danſicke-Exchange*, for company *Arthur Mumperſon* there, and me, each $\frac{1}{2}$ — — — fol. 8.
I)	*Diego del Varino* at *Lisborne*, for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Ready-money — fol. 9. *Dito*, for *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time -- — fol. 11. *Dito*, his account of Fruits — fol. 12. *Dito*, his account of Caſh — fol. 12. *Dito*, his account Currant — fol. 12.
O)	
U)	

F.	H.
A)	
E)	
I) *Figs in Company* $\frac{3}{5}$ for *R. R.* and $\frac{2}{5}$ for me —— —— fol. 9. *Figs in Company* $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ for me —— fol. 13.	*Andrew Hitchcocke* —— fol. 11
O)	
U)	

I.

Intereſt-reckoning —— —— fol. 5.

K.

Kettles —— —— fol. 2.
Kerſies in Company $\frac{1}{3}$ for *Jacob Symonſon* $\frac{2}{3}$ me —— —— fol. 4.

L.

Hendrick Vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$ their account of commodities —— fol. 10.
Dito company, their account of Ready-money —— —— fol. 10.
Dito company, their account of Time —— —— fol. 13.

M.

A)

E)

I)

O)

U) *Arthur Mumperſon* at *Danſicke*, my account by him in company —— —— fol. 12.

P.	R.
A)	
E.) *Promiſe-reckoning* —— fol. 10.	
(I *George Pinch-backe* —— fol. 3.	*Randoll Rice* his account Currant--fol. 6. *Dito*, his account by me in company —— —— fol. 6. *Dito*, my Intereſt-account — fol. 7.
O) *Profit and Loſs* in company $\frac{3}{5}$ for *R. R.* and $\frac{2}{5}$ for me —— fol. 7. *Profit and Loſs* proper —— fol. 7.	
U)	

S.	T.
A)	
E)	
I) *Jacob Symonſon* at *Amſterdam*, my account by him in company — fol. 2. *Dito*, his account Currant —— fol. 2. *Dito*, his account of Cuchineille--fol. 3. *Dito*, my account of Ready-mony-fol. 3. *Dito*, his account by me in comp.--fol. 5. *Dito*, my account of Time —— fol. 8. *Dito*, his account of *Cambrix*-cloth —— —— fol. 8. *Dito*, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me —— —— fol. 9. *Silver* —— —— fol. 10.	
O) *Stock* —— —— fol. 1.	
U)	*Thomas Truſt* at *Antwerp* for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time—fol. 12. *Dito*, our account of Ready-money —— —— fol. 13.

V.	W.
A) *Voyage to Amsterdam*, consigned to *Jacob Symonson* —— fol. 4. *Voyage to Antwerp*, consigned to *Thomas Trust*, being for *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me —— fol. 10.	*Wares* —— —— fol. 1.
E)	
I) *Voyage to Lisborn*, consigned to *Diego del Varino*, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me —— fol. 5. *Voyage to Lisborn*, consigned to dito *Diego*, for company *Jacob* $\frac{2}{3}$, and $\frac{1}{3}$ for me —— fol. 8.	*James Wilkinson* —— —— fol. 4.
O)	
U)	

OF THE
LEAGER.

HAving (in form as is inſtanced) entred all the trading-parcells of Merchandizing into the Journal in ſuch after-following manner as they daily happened, then hath the Book-owner *his whole Trading, with all the circumſtances in* Writing: *but not in ſuch ſort, that he is able to confer with any man about his Accounts: for each Man's ſeveral Parcells are diſperſed through the whole Journal; neither doth it (in drawing an account to a head upon a paper) content the Mind, fearing that any parcells might be miſtaken or omitted. Upon the like Reaſon we may conjecture the Obſcurity in knowing what Money is in Caſh, what weight, meaſure and quantity of any Commodity might be in the Ware-houſe, what Profit or Loſs there is upon any ſort of Wares or Matter, what weekly or monthly Debts are to be received or paid for Wares or Exchanges: and many ſuch like.*

For the avoiding of all ſuch diffidences, the Journal parcells muſt be tranſported into the Leager *in ſuch manner, that all what doth concern one Man's particular, muſt (under one accounts Title) be gathered together,* to wit, *all his* Debet *parcells upon the Left hand, and all his* Credit *parcells upon the Right hand of the* Open-lying Leager, *of the which many Inſtances follow in the Leager: the like manner muſt be uſed in each ſort, as* Money, Wares, People, *or what ever elſe; each muſt be gathered together in an Exquiſite form, with few words.*

The thing charged, or Debitor, *muſt have its diſcharge, or* Creditor, *even oppoſite againſt it ſelf when the Leager lieth open. In this Leager, where* Fol. *ſtandeth between the lines before the* ℒ, *both upon the Right and Left hand are many Arithmetical Characters. The Character, Characters or Figures that ſtand between the two lines upon the* Debitor-*ſide, point (as with a Finger) unto the Folio where each ſeveral lines* Creditor *ſtandeth in the ſaid Book, whether it be upon the ſame Leaf, or elſewhere: Contrarily, the Figures that ſtand between the two lines upon the* Creditor-*ſide, point at the Folio where each ſeveral lines* Debitor *ſtandeth in the ſaid Book, whether upon the ſame Leaf, or elſewhere.*

In

In brief,
The Ower *or the* Owing *thing,*
Or whatſoever comes to thee,
Upon the Left Hand ſee thou bring,
For there the ſame muſt placed be.
But
they unto whom thou doſt owe
Upon the Right let them be ſet,
Or whatſoe'er doth from thee go
To place them there do not forget.

This Book ſheweth our true Eſtate *in each particular account, whether bought, ſold, ſent or received Commodity: People within or without the Land; Exchanges which way ſoever, and the Coins of thoſe ſeveral places:* Factorage, Company, *or what account elſe belongeth to* Traffick: *So that the* Leager *is the* Mirrour *by which onely the Eſtate can* truly *and* plainly *be diſcerned.*

Jour.	Day		Fol.	£	s	d
		Cash is Debitor.				
1	1	*Jan.* To Stock, for several coins of money ——	1	1000	15	7
5	27	*Febr.* To *Jacob Symonson* his account Currant ——	2	328	10	11
1634. 9	22	*April,* To *George Pinch-backe,* received in full —	3	9	11	2
10	8	*May,* To Figs ⅗ *R.R.* and ⅖ for me —— ——	9	525	—	—
12	22	Dito To *James Wilkinson,* received to clear a truck---	4	102	16	1
14	23	*June,* To *Diego del Varino* his account of Cash —	12	25	10	7
14	—	Dito To Profit and Loss, gained by *Diego's* fruits —	7	13	4	—
14	2	*July,* To *George Pinch-backe* received by his Assignment-	3	485	6	5
16	11	Dito To *Jacob Symonson* his account Currant ——	2	28	1	7
16	20	Dito To *Randoll Rice* his account Currant ——	6	284	16	8
16	20	Dito To *Andrew Hitchcocke* received in part ——	11	100	—	—
		Summ ——		£ 2903	13	—

		Stock is Debitor.				
1633. 1	1	*Jan.* To *Jacob Symonson* his account Currant ——	2	150	—	—
1634. 19	20	*July,* To *Balance,* for conclude carried thither —	13	2902	12	7
		Summ ——		£ 3052	12	7

		Wares are Debitors.	£	s					
1633. 1	1	*Jan.* To Stock, resting unsold — ——	60	90	.1	477	10	—
1634. 17	20	*July* To Profit and Loss gained — ——			.7	92	10	—
		Summ ——	60	90	£	570	—	—

Jour.	Day		Fol.	L	s	d
		Cash is Creditor.				
	2	4	*Jan.* By *George Pinchback*, paid in part	3	144	—	—
	2	9	Dito By *James Wilkinson*, paid in part	4	120	—	—
	3	30	Dito By *George Pinchback*, paid him	3	135	19	8
	4	9	*Feb.* By *Jac. Symonss.* his account of Couchaneille, paid	3	5	5	4
	4	21	Dito By Voyage to *Lisborn*, consigned to *Diego del Varino* for company $\frac{3}{5}$, and $\frac{2}{5}$ paid	5	594	—	—
	5	13	*March*, By *Dansick*-exchange for *Arth. Mump.* and me $\frac{1}{2}$	8	200	—	—
	5	—	Dito By Kersies in comp. $\frac{1}{3}$ *Jac. Symonson*, $\frac{2}{3}$ for me	4	2	2	6
	6	—	Dito By *Jacob Symonson* his *Cambrix*-cloth	8	4	7	—
	6	21	Dito By *Jacob Symonson* his account Currant	2	9	7	6
	6	—	Dito By Figs in company $\frac{3}{5}$ *R. R.* $\frac{2}{5}$ for me	9	8	7	9
1634.	6	29	Dito By *Hendrick vander Linden*, and Company their account of commodities, for charges	10		12	5
	7	7	*April*, By Silver, for charges of 8 Barres	10	4	7	2
	10	8	*May*, By *Randoll Rice* his account Currant	6	99	19	1
	11	13	Dito By *Amsterdam*-exchange $\frac{1}{2}$ for *Jacob Symonson*	11	504	19	6
	12	7	*June*, By *Diego del Varino* his account of Cash	12	25	10	7
	12	7	Dito By Figs in company $\frac{3}{5}$ *R. R.* $\frac{2}{5}$ for me	9	23	8	9
	12	7	Dito By *Andrew Hitchcocke* paid him	11	72	16	8
	13	15	Dito By *Jacob Symonson* his account of *Cambrix*-cloth	8	1	7	—
	19	20	*July* By *Balance*, transported thither to conclude this	13	947	2	1
			Summ	L	2903	13	—

Jour.	Day		Fol.	L	s	d
		Stock is Creditor.				
1633.	1	1	*Jan.* By Cash for several coins of money	1	1000	15	7
	1	—	Dito By Wares for sundry sorts unsold	1	477	10	—
	1	—	Dito By Kettles for 5 Barrels unsold	2	55	—	6
	1	—	Dito By *Jean du Boys* at *Roan* my account Currant	2	240	—	—
	1	—	Dito By *Jacob Symonson* my account by him in company	2	229	—	—
	1	—	Dito By *Jacob Symonson* his account of Couchaneille	3	3	17	8
1634.	19	20	*July* By Profit and Loss, gained by this handle	7	1046	8	10
			Summ	L	3052	12	7

Jour.	Day		L	K	Fol.	L	s	d
		Wares are Creditors.						
1633.	2	13	*Jan.* By Kersies in company, by me laid in	—	90	4	270	—	—
	6	21	*March*, By *Jacob Symonson*, sold to him	60	—	2	300	—	—
			Summ	60	90	L	570	—	—

	Day					Fol.	£	s	d
		Kettles are Debitors.			℔				
1	1	*Jan.* To Stock, resting unsold —— ——			5	1	55	—	.6
1634. 17	20	*July*, To Profit and Loss gained — ——				7	20	—	.2
				Summ —	.5	£	75	—	.8
		Jean du Boys at *Roan My* account Currant, Debitor.	℔ w	S	d				
1633. 1	1	*Jan.* To Stock, due in Ready-money —	800	—	—	1	240	—	—
1634. 7	7	*April*, To dito *Jean My* Interest-account--	410	40	—	5	123	4	—
9	22	Dito To *Geo. Pinchb.* for an Exch. drawn-	1499	43	4	3	393	13	.6
17	20	*July*, To Profit and Loss gained ——				7	.56	.5	.6
		Summ ——	2710	23	4	£	813	.3	
		Jacob Symonson at *Amsterdam, My* account by him in company, Dr.	Gul.	S	P				
1633. .1	.1	*Jan.* To Stock, formerly remitted ——	2290	—	—	.1	229	—	—
.8	15	*April*, To Profit and Loss, gained by him there —— —— ——	.500	—	—	7	.50	—	—
11	13	*May*, To *Amsterdam* exchange ½ in company with him, by me remitted —	2890	19	8	11	289	.11	11
15	.2	*July*, To *Amst.* exch. as before remitt. him--	3010	.6	.8	11	301	—	.8
		Summ—	8691	.6	—	£	869	.2	.7
		Jacob Symonson at *Amsterdam His* account Currant, Debitor.							
1633. 2	.9	*Jan.* To dito *Jacob* his account by me in company, for ⅓ of my payment, for the company use ——				5	40	—	—
2	13	Dito To dito his account by me in comp. for the like				5	90	—	—
4	.9	*Feb.* To *James Wilkinson*, discounted with him —				4	956	.8	.7
4	17	Dito To dito *Jacob My* account of Ready-mony discoun.				3	110	17	.2
4	21	Dito To dito *Jacob* his account by me in comp. for ⅔ of my payment for company use —— ——				5	396	—	—
5	27	Dito To Kersies in comp. ⅓ for him, for 150 Ps. ready-mo.				4	637	10	—
6	21	*March* To Wares, for 60 Dozens sold at 1 month——				1	300	—	—
6	—	Dito To Cash, for charges done at the shipping —				1	.. 9	.7	.6
1634. 15	2	*July* To Dito his acco. by me in comp. for ⅔ of charges--				5	.13	15	.7
16	11	Dito To several accounts for transported Debts ——				—	405	—	—
				Summ ——		£	2958	18	10

	Day		Fol.	L	s	d
		Kettles are Creditots.				
	3 30	*January*, By *George Pinch-backe*, sold him ——	5	3	75	— .8

		Contra, Creditor.	W	S	d				
1633.	2 .4	*Janu.* By *Jacob Sym.* my account Remitt.	400	—	—	3	120	—	—
	2 13	Dito, By dito *Jean My* Intereſt-account, lent him for 4 months —— ——	400	—	—	5	120	—	—
1634.	7 .7	*April*, By Silver for 8 Barres —— ——	1869	23	.4	10	560	17	—
	9 22	Dito, By Silver, for his charges ——	.41	—	—	10	.12	.6	—
		Summ——	2710	23	4	L	813	3	—

		Contra, Creditor.	Gul.	S	P				
1634.	9 15	*April*, By *Amſterdam*-exchange ½ in company with him, remitted me ——	2790	—	—	11	279	—	—
	14 23	*June*, By *Amſterdam*-exchange ½ in company with him, remitted me ——	2890	19	.8	11	289	1	11
	18 20	*July*, By *Balance* due by conclude ——	3010	.6	.8	13	301	—	.8
		Summ——	8691	.6	—	L	869	2	.7

		Contra, Creditor.					
1633.	1 .1	*Janu.* By Stock, due to be employed in company——	1	150	—	—
	4 .9	*Febr.* By dito *Jacob* his account of Couchaneille for the proceed —— —— ——	3	1539	14	10
	5 27	Dito, By dito *Jacob* his account by me in company, for his ⅓ of the 150 Kerſies —— —— ——	5	.212	10	—
	5 27	Dito, By Caſh, received of *James Wilkinſon* in full —	1	328	10	11
1634.	7 .7	*April*, By *Danſick*-exchange, paid there by *Henry Holſter* to *Arthur Mumperſon*, in full of this account—	8	3097	.	.6
	13 15	*June*, By dito *Jacob* his account of *Cambrix*-cloth, for the neat proceed of 60 Pieces —— ——	8	390	14	—
	16 11	*July*, By Caſh, for charges upon *Cambrix*, received back from *James Wilkinſon* in full of that account—	1	28	.1	7
		Summ——	L	2958	18	10

	Day			℔	℔	Fol.	£	s	d
		Jacob Symonſon at *Amſterdam His* account of Couchaneille, Debitor.							
	1	1	*Jan.* To Stock, for charges formerly done upon	3	534	1	3	17	8
	4	9	*Febr.* To Caſh, for Brokage paid ——			1	5	5	4
	4	—	Dito To Profit and Loſs, for my Proviſion—			7	31	12	2
	4	—	Dito To *Jacob Symonſon* his account Currant for the neat proceed —— ——		11	2	1539	14	10
			Summ—	3	545	£	1580	10	—
		George Pinch-backe Debitor.							
1633.	2	4	*Jan.* To Caſh, paid him $\frac{2}{5}$ of the Dozens —— ——			1	144	—	—
	3	30	Dito To Kettles, for 5 Barrells, Ready-money ——			2	75	—	8
	3	—	Dito To Caſh, paid in full account —— ——			1	135	19	8
	3	—	Dito To Intereſt-reckoning, for diſcount ——			5	4	19	8
1634.	7	29	*March*, To Danſick exchange, due at 10 days ſight—			8	401	15	8
	9	22	*April* To Intereſt-reckoning for allowance-money —			5	1	9	—
	11	22	*May* To *James Wilkinſon* for 15 cheſts of Sugar ——			4	471	5	—
	11	—	Dito To Profit and Loſs, for advance 1 d. *per* ℔ —			7	36	5	—
	1	—	Dito To Promiſe-reckoning for my performance —			10	338	6	8
	13	15	*June* To *Jac. Sym.* for 20 Pieces *Cambrix* at 4 months--			8	135	—	—
			Summ——			£	1744	1	4

	Day			Gul.	S	P	Fol.	£	s	d
		Jacob Symonſon at *Amſterdam My* account of Ready-money, Dr.								
1633.	2	4	*Jan.* To *Jean du Boys*, my account Currant, remitted to him —— ——	1230	—	—	2	120	—	—
	5	5	*March*, To dito *Jac.* My account of Time, received by him in part of ſold wares--	1361	5	—	8	136	2	6
1634.	8	7	*April* To dito *Jac.* My account of Time, received by him in full of Sold Wares--	1500	—	—	8	150	—	—
	10	8	*May* To Voyage to *Amſterdam*, for ſale of 40 Dozens, Ready-money ——	2000	—	—	4	200	—	—
			Summ——	6091	5	—	£	606	2	6

Day			Fol.	£	s	d
		Contra, Creditor,	℔	℔		
4	9	*Febr.* By *James Wilkinſon*, ſold to him ——	3	545	4 1580	10 —

Contra, Creditor.

1633.	1	4	*Jan.* By Voyage to *Amſterdam*, for 100 Dozens, part money, part at 6 months —— ——		3	360	— —
1634.	9	22	*April*, By *Jean du Boys*, my account Currant, for an Exchange drawn on me, due already —— ——		2	393	13 .6
	9	22	Dito By Caſh, received in full —— ——		1	. 9	11 .2
	11	13	*May*, By Promiſe-reckoning for Sugar ſold him ——		10	338	.6 .8
	14	.2	*July*, By Caſh, received in part of Sugars ——		1	485	.6 .5
	15	2	Dito By Intereſt-reckoning, allowed him ——		5	. 1	10 —
	15	—	Dito By Figs in company, ⅔ for *Jacob Symonſon*, and ⅓ for me, for charges paid by him —— ——		13	20	13 .7
		20	Dito By *Jacob Symonſon*, this debt tranſported ——		2	135	— —
			Summ ——		L	1744	.1 .4

			Contra, Creditor.	Gul.	S	P				
1633.	4	17	*Feb.* By *Jac. Symonſon* his account Currant, for an Exchange diſcounted —	1224	19	.8	2	110	17 .2	
	4	—	Dito By Profit and Loſs for Proviſion—	. 5	—	.8	7	..	10 .1	
	5	.5	*March*, By *Danſick*-exchange, for a Remiſe, according to my order, of ——	1360	—	—	8	136	— —	
1634.	8	.7	*Apr.* By *Danſick*-exchange, paid there by *Hend. Holſter*, according to his order--	1480	.5	—	8	148	.. .6	
	8	—	Dito By Voyage to *Amſter.* for diſcount--	. 19	15	—	3	. 1	19 .6	
	10	.8	*May*, By *Andr. Hitchcock*, for a Remiſe--	1877	—	—	11	171	.8 .4	
	11	—	Dito By Voyage to *Amſt.* for proviſion--	123	—	—	3	12	.6 —	
	17	20	*July*, By Profit and Loſs, loſt hereby—	. 1	.5	—	7	25	— 11	
			Summ—	6091	.5	—	L	606	.2 .6	

Day			Fol.	L	s	d
		Voyage to *Amsterdam*, consigned to *Jacob Symonson*, Debitor.				
1	4	*Jan.* To *George Pinch-backe* for 100 Dozens ——	3	360	—	—
1634. 8	7	*April*, To *Jac. Symonson* my account of Ready-money, for abatement of 1500 gl. —— ——	3	1	19	6
11	8	*May*, To *Jacob Symonson* my account of Ready-money, for Ware-house-room, Brokage and Provision —	3	12	6	
17	20	*July*, To Profit and Loss gained —— ——	7	111	17	
		Summ——	L	486	2	—
		Kersies in Company, being $\frac{1}{3}$ for *Jacob Symonson*, and $\frac{2}{3}$ for me, Debitor.	lbs.			
1633. 2	9	*Jan.* To *James Wilkinson*, bought part at time—	60	4	180	—
2	13	Dito To Wares, brought in of mine own ——	90	2	270	—
5	13	*March*, To Cash, for Brokage paid ——		1	2	2 6
5	13	Dito To Profit and Loss, for Ware-house-room, Provision, and my $\frac{2}{3}$ gains —— ——		7	128	5 —
5	13	Dito To *Jacob Symonson* his account by me in company, for his $\frac{1}{3}$ of the gains ——		5	57	2 6
		Summ——	150	L	637	10 —
		James Wilkinson, Debitor.				
1633. 2	9	*Jan.* To Cash, paid him $\frac{1}{3}$ of the Kersies ——		1	120	— —
4	9	*Feb.* To *Jacob Symonson* his account of Couchaneille, for 3 Barrells, weight 545 lb. at 58 s Ready-money--		3	1580	10 —
6	21	*March*, To Promise-reckoning for a bought bargain—		10	314	3 4
1634. 10	30	*April*, To *And. Hitchcock*, paid by order to *J. Sharpe*---		11	250	— —
10	—	Dito To Interest-reckoning, agreed with him as in date 7. present, for 4 months, at 8 *per Centum* ——		5	6	13 4
10	—	Dito To Promise-reckoning for my performance —		10	250	— —
10	8	*May*, To Promise-reckoning, for *Andrew Hitchcocks* use, promised at Interest —— ——		10	200	— —
12	22	Dito To Silver, for 8 barres, in truck of Sugar ——		10	574	1 1
13	15	*June*, To *Jacob Symonson* his account of *Cambrix*, for 20 Pieces, at 4 months —— ——		8	135	— —
		Summ——		L	3430	7 9

	Day.		Fol.	L	s	d
		Contra, Creditor.				
	5	5 *March*, By *Jacob Symonſon* my account of Time, for ſales of 60 *Leeds* Dozens —— ——	8	286	2	6
1634.	10	8 *May*, By *Jacob Symonſon* my account of Ready-money, for ſales of 40 Dozens —— ——	3	200	—	—
		Summ ——	L	486	2	6

			Ps.				
		Contra, Creditor.					
1633.	5	27 *Feb.* By *Jacob Symonſon* his account Currant, for ready-money ſold —— ——	150	2	637	10	—

			Fol.	L	s	d
		James Wilkinſon, Creditor.				
1633.	2	9 *Jan.* By Kerſies in company, for 60 Pieces bought ⅓ upon 2 months time —— —— ——	4	180	—	—
	3	23 Dito By *Jean du Boys*, for company *R.R.* ⅗, and ⅖ me, for an exchange remitted the ſaid *Jean* —— ——	6	564	1	5
	4	9 *Feb.* By *Jacob Symonſon*, ordered dito *James* to detain the Couchaneille; his due being —— ——	2	956	8	7
1634.	7	7 *Apr.* By Promiſe-reckoning, agreed to let him have ——	10	250	—	—
	11	22 *May*, By *Andrew Hitchcocke*, for the Intereſt-money, agreed upon the 8 preſent; is with forbearance ——	11	205	6	8
	11	22 Dito By Promiſe-reckoning for his performance ——	10	200	—	—
	11	22 Dito By *George Pinch-backe* for Sugar —— ——	3	471	5	—
	12	22 Dito By Caſh, received to clear the Truck ——	1	102	16	1
	12	22 Dito By Promiſe-reckoning, for the bargains performance, made the 21. of *March* —— ——	10	314	3	4
	16	11 *July*, By *Jacob Symonſon* his account Currant, for the debt 15. *June* tranſported from my hands ——	2	135	—	—
	16	20 Dito By *Andrew Hitchcocke* for mine Aſſignment ——	11	48	—	—
	16	20 Dito By Intereſt-reckoning paid me 2 mon. before due--	5	3	6	8
		Summ ——	L	3430	7	9

Day			Fol.	L	s	d
		Jacob Symonſon his account by me in company, Debitor.				
5	27	*Feb.* To dito his account Currant for $\frac{1}{3}$ of 150 Pieces--	2	212	10	—
1634. 11	13	*May*, To *Amſterdam*-exchange, remitted him ——	11	289	. 11	1
15	2	*July*, To *Amſterdam* exchange, remitted him ——	11	301	—	.8
18	20	Dito To *Balance*, due to him by conclude ——	13	512	.3	.8
		Summ——	L	1314	16	.3

Day			M	S	D	Fol.	L	s	d
		Jean du Boys at *Roan*, my Intereſt-account, Debitor.							
1633. 2	13	*Jan.* To dito *Jean* my acc. Currant for—	400	—	—	2	120	—	—
2	—	Dito To Intereſt-reck. lent for 4 months--	. 10	40	—	5	. . 3	.4	—
		Summ——	410	40	—	L	123	4	—

Day			Fol.	L	s	d
		Intereſt-reckoning, Debitor.				
1634. 15	2	*July*, To *George Pinch-backe*, for forbearance ——	3		1 10	—
16	20	Dito To *James Wilkinſon*, for forbearance ——	4		3 .6	.8
16	20	Dito To Profit and Loſs gained —— ——	7		16 .6	.2
		Summ——	L	21	2	10

Day			Fol.	L	s	d
		Voyage to Lisborn, conſigned to *Diego del Varino*; being in company $\frac{3}{5}$ for *Randoll Rice*, and $\frac{2}{5}$ for me, Debitor.				
1633. 3	17	*Jan.* To *Randoll Rice* his account Currant, for 100 Sayes ſent to ſell —— —— ——	6	566	13	4
1634. 12	31	*May*, To *Diego del Varino* our account of ready-mony	9	24	4	—
17	20	*July*, To Profit and Loſs for dito company gained —	7	14	2	8
		Summ——	L	605	—	—

Contra, Creditor.

	Day		Fol.	L	S	D
	2 9	*Jan.* By *Jacob Symonſon* his account Currant for ⅓ of my payment	2	40	—	—
	2 13	Dito By dito his account Currant for the like	2	90	—	—
	4 21	*Feb.* By dito his account Currant for ⅔ of my payment--	2	396	—	—
	5 13	*March*, By Kerſies in company, for his ⅓ gains	4	57	2	6
1634.	9 15	*April*, By *Amſterdam*-exchange, remitted me	11	279	—	—
	14 23	*June*, By *Amſterdam*-exchange, remitted me	11	289	1	11
	15 2	*July*, By *Amſterdam*-exchange, for his part gains	11	22	—	8
	15 2	Dito By dito his account Currant, for ⅔ of my payment-	2	13	15	7
	17 20	Dito By Voyage to *Lisborn* ⅔, and ⅓ for his gains	8	127	15	7
		Summ	L	1314	16	3

Contra, Creditor.

	Day		M W	S	D	Fol.	L	S	D
1634.	7 7	*April*, By *Jean du Boys* my account Currant carried thither, this being now due	410	40	—	2	123	4	—

Contra, Creditor.

	Day		Fol.	L	S	D
1633.	2 13	*Jan.* By *Jean du Boys* my Intereſt-reckon. for forbear.---	5	3	4	—
	3 23	Dito By *Randoll Rice* my Intereſt-reckon. for forbear.--	7	2	5	2
	3 30	Dito By *George Pinchbacke*, for forbearance	3	4	19	8
1634.	9 22	*April*, By dito *George*, for forbearance	3	1	9	—
	10 30	Dito By *James Wilkinſon*, for forbearance	4	6	13	4
	10 30	Dito By *Andrew Hitchcock*, for forbearance	11	2	11	8
		Summ	L	21	2	10

Contra, Creditor.

	Day		Fol.	L	S	D
1634.	8 15	*April*, By *Diego del Varino*, for company of *Randoll Rice* ⅗, and ⅖ me, our account of Time, for ſales of 100 Sayes	11	605	—	—

	Day.		Fol.	L	s	d
		Randoll Rice his account Currant, Debitor.				
	3 17	*Jan.* To *Randoll* his account by me in company, for $\frac{3}{5}$ of my payment	6	340	—	—
	3 23	Dito To dito his account by me in comp. for my $\frac{3}{5}$ paid--	6	225	12	.7
	6 21	*Mar.* To dito his account by me in comp. for $\frac{1}{5}$ of paym.	6	.. 5	—	.8
1634.	10 30	*Apr.* To dito his account by me in comp. for the like—	6	. 94	18	10
	10 .8	*May*, To dito my Intereſt-account, being now due —	7	115	.1	.5
	10 .8	Dito To Caſh, paid in full of 315 l. due	1	. 99	19	.1
	12 .7	*June*, To dito his account by me in comp. for $\frac{1}{5}$ paym.-	6	146	11	—
	13 23	Dito To *Diego* his account of Fruits, part at 2 months--	12	541	.4	.9
	14 23	Dito To *Amſterdam*-exchange, for a Bill due 28 dito-.	11	530	.9	.1
	15 11	*July*, To Figs in comp. for 648 Pieces Ready-money—	.9	348	.6	—
		Summ—	L	2447	.3	.5
		Randoll Rice his account by me in company, Debitor.				
1634.	10 .8	*May*, To dito *Randoll* his account Currant, for $\frac{3}{5}$ of my receipt	6	315	—	—
	15 11	*July*, To dito his account Currant for the like —	6	208	19	.7
	19 20	Dito To Balance, due to him by conclude of this —	13	991	.7	.6
		Summ—	L	1515	.7	1

	Day.		℔w	S	D	Fol.	L	s	d
		Jean du Boys at *Roan*, for the company of *Rand. Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant, Dtr.							
1633.	3 23	*Jan.* To *Jam. Wilkinſon*, remitt. by exch·--	2148	50	.6	4	564	.1	.5
1634.	13 15	*Jun.* To *Tho. Truſt* our account of ready-money, for an exchange for dito comp.	3642	58	.6	13	1092	17	10
	17 20	*July* To Profit and Loſs for dito comp. gained				7	80	11	.7
		Summ—	5791	49	—	L	1737	10	10

	Day		Fol.	L	s	d
		Contra, Creditor.				
	3 17	*Jan.* By Voyage to *Lisborn*, for 100 Sayes, Ready-mon.	5	566	13	.4
1634.	10 8	*May*, By dito his account by me in company received--	6	315	—	—
	14 23	*June*, By *Diego* his account of Cash, received upon fruits-	12	380	—	—
	15 2	*July*, By *Amsterdam*-exchange, remitted in his Bills—	11	530	.9	.1
	15 11	Dito By dito his account by me in comp. for Figs received	6	208	19	.7
	16 20	Dito By *Diego* his account Currant, for mine Assignation	12	161	.4	.9
	16 20	Dito By Cash, received of him to clear this account---	1	284	16	.8
		Summ—	L	2447	.3	.5

		Contra, Creditor.				
1633.	3 17	*Jan.* By *Randoll Rice* his account Currant for his $\frac{3}{5}$ of company Stock brought in now — ——	6	340	—	—
	3 23	Dito By dito his account Currant, brought in more—	6	225	12	.7
	3 —	Dito By dito, my Interest-account, laid out for him —	7	112	16	.3
	6 21	*March*, By dito his account Currant for $\frac{3}{5}$ of charges paid	6	.5	—	.8
1634.	10 30	*April*, By dito, his account Currant for $\frac{3}{5}$ of an exchange	6	94	18	10
	12 .7	*Jun.* By dito his account Currant for $\frac{3}{5}$ of an exchange--	6	146	11	—
	15 11	*July*, By Figs in company, for $\frac{3}{5}$ gains due to him——	9	145	18	.1
	18 20	Dito By Profit and Loss, for $\frac{3}{5}$, and $\frac{2}{5}$, for this gains —	.7	444	.9	.8
		Summ—	L	1515	.7	1

		Contra, Creditor.	W	S	D				
1633.	6 13	*March*, By *Jacob Symonson* for *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, by *Jean*, remitted to *Jacob* ——	1000	—	—	9	300	—	—
1634.	7 29	Dito By *Jacob Symonson*, remitted to him for the said account —— ——	1140	17	.8	9	342	.1	.9
	7 29	Dito By Profit and Loss $\frac{3}{5}$ for *R. R.* $\frac{2}{5}$ me for Brokage and Provision ——	.8	32	10	7	.2	11	.3
	18 20	*July*, By *Balance*, due by conclude ——	3642	58	.6	13	1092	17	10
		Summ—	5791	49	—	L	1737	10	10

Day.		Fol.	L	s	d
	Profit and Loss in Company $\frac{2}{5}$ for *Randoll Rice*, and $\frac{3}{5}$ for me, Debitor.				
3 23	*Jan.* To Profit and Loss for charges of a Remise ——	7		2 11	11
1634. 7 29	*March*, To *Jean du Boys*, for his provision and brokage--	6		2 11	.3
17 20	*July*, To *Tho. Trust*, our account of Ready money, lost -	13		9 .2	.6
18 —	Dito To *Ran. Rice* his account by me in comp. for $\frac{3}{5}$ gains-	.6	444	.9	.8
18 —	Dito To Profit and Loss, for my part gains ——	.7	296	.6	.5
	Summ——	L	.755	.1	.9
	Randoll Rice my Interest-account, Debitor.				
1633. 3 23	*Jan.* To dito his account by me in comp. for principal--	6	112	16	.3
3 23	Dito To Interest-rec. lent at 8 *per* C. for 3 months ——	5	.2	.5	.2
	Summ——	L	115	.1	.5
	Profit and Loss, Debitor.				
1633. 4 17	*Feb.* To *Jacob Symonson* my account of Ready-money, for his charges, being brokage and provision ——	3	.—	10	.1
1634. 17 20	*July*, To *Jac. Symons.* my account of Ready-money lost-	3	25	——	11
17 20	Dito To Silver, lost by the sale of 8 barres ——	10	.3	.9	.1
19 20	Dito To Stock, gained by this handle —— ——	.1	1046	.8	10
	Summ——	L	1075	.8	11

Contra, Creditor.

Day			Fol.	L	s	d
17	20	*July*, By Voyage to *Lisborn* for dito company, gained--	5	14	2	8
17	20	Dito By *Jean du Boys* for dito company, gained ——	6	80	11	7
17	20	Dito By *Jacob Symonſon*, for dito company, gained---	9	60	—	6
17	20	Dito By Voyage to *Antwerp*, for dito company, gained-	10	600	7	—
		Summ——	L	755	1	9

Contra, Creditor.

1634. 10	8	*May*, By *Randoll Rice* his account Currant, due now to be repaid me —— —— ——	6	115	1	5

Contra, Creditor.

1634. 3	23	*Jan.* By Profit and Loſs in company $\frac{3}{5}$ *R. R.* $\frac{2}{5}$ me ——	7	2	11	11
4	9	*Feb.* By *Jac. Symonſon* his Couchaneille, for proviſion--	3	31	12	2
5	13	*Mar.* By Kerſies in comp. $\frac{1}{3}$, and $\frac{2}{3}$ for proviſion & gains--	4	128	5	—
1634. 8	15	*Apr.* By *Jac. Symonſs.* my acco. by him in comp. gained-	2	50	—	—
9	22	Dito By *Danſick-exchange*, gained by the ſame —— ——	8	10	19	9
11	22	*May*, By *George Pinch-backe* upon Sugar gained ——	3	36	5	—
13	15	*June*, By *Jacob Symonſon* his Cambrix for proviſion—	8	8	12	—
14	23	Dito By Caſh, for proviſion of *Diego* his Fruits ——	1	13	4	—
15	2	*July*, By *Amſterdam*-exchange in company, gained ——	11	22	—	8
15	11	Dito By Figs $\frac{3}{5}$, and $\frac{2}{5}$ in comp. for proviſion and gains--	9	114	15	5
17	20	Dito By Wares, gained thereby —— ——	1	92	10	—
17	—	Dito By Kettles, gained thereby —— ——	2	20	—	2
17	20	Dito By *Jean du Boys* my account Currant gained ——	2	56	5	6
17	20	Dito By Voyage to *Amſterd.* conſigned to *J. S.* gained-	4	111	17	—
17	20	Dito By Intereſt-reckoning, gained thereby ——	5	16	6	2
17	20	Dito By Voyage to *Lisborn* $\frac{2}{3}$, and $\frac{1}{3}$ for my gains ——	8	63	17	9
18	—	Dito By Profit and Loſs $\frac{3}{5}$, and $\frac{2}{5}$, for my $\frac{2}{3}$ gains ——	7	296	6	5
		Summ——	L	1075	8	11

Day			Mil.	Re.	Fol.	£	s	d
		Diego del Varino, for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account of Time, Debitor.						
8	15	*April*, To Voyage to L pany, for ſale of 10c						
		Andrew Hitchcock						
1634. 8	15	*April*, To *Amſterdam*						
10	30	Dito To Intereſt reck at 8 *per* C. for 4 m						
10	8	*May*, To *Jacob Symon*						
11	22	Dito To *James Wilk* forbearance, are b						
12	7	*June*, To Caſh, paid J						
13	15	Dito To *Jacob Symo* 4 months time						
16	20	*July*, To *James Wilk*						
16	20	Dito To *Hendrick v* ſeveral commodit						
		Amſterdam-excl company fc and me, eac						
1634. 9	15	*April*, To *Jacob Sym* me in comp. for his $\frac{1}{2}$ of the remiſe--	2790	—	—	5	279	
9	15	Dito To *Jacob Symonſon* my account by him in company, for my $\frac{1}{2}$ thereof —	2790	—	—	2	279	— —
11	13	*May*, To Caſh, remitted by me———	5049	15	—	1	504	19 .6
14	23	*Jun.* To *Jacob Symonſon* his accou. by me in comp. for his $\frac{1}{2}$ of the remiſe———	2890	19	.8	5	289	.1 11
14	23	Dito To *Jacob Symonſon* my account by him in comp. for my $\frac{1}{2}$ thereof———	2890	19	8	2	289	.1 11
15	2	*July*, To *Randoll Rice*, remitted by me-	5304	11	—	6	530	.9 .1
15	—	Dito To *Jacob Symonſon* his account by me in comp. for his $\frac{1}{2}$ of the gains —	220	.6	.8	5	.22	— .8
15	.2	Dito To Profit and Loſs, for my gains--	220	.6	.8	7	.22	— .8
		Summ—	22156	18	—	£	2215	13 .9

Day		Fol.	£	s	d
	Contra, Creditor.				
8 15	*April*, By *Diego* dito, for the said company, our account of Ready-money, received in part ——— ——— ———	9	441	13	—
	——— received in full ———	9	163	.7	—
		L	605	—	—
	: good ———	9	158	4	.9
	iid —	4	250	—	—
	here--	9	244	.5	—
	or the *son*—	2	135	—	—
	d com- ———	1	100	—	—
	count--	13	446	12	.9
	m—	L	1334	.2	.6

			Mil.	Re.	Fol.	£	s	d
					9	15	—	11
					504	19	.6	
					0	19	.8	.5
					289	.1	11	
11	13	Dito By *Jacob Symonson*, my account by him in company, for my ½ thereof---	2890	19	.8	2	289	1 11
14	23	*June*, By *Randoll Rice* his account Current, for an exchange remitted me---	5304	11	—	6	530	.9 .1
15	.2	*July*, By *Jacob Symonson* his account by me in comp. for ½ of my remise———	3010	.6	.8	5	301	— 8
15	2	Dito By *Jacob Symonson*, my account by him in company, for my ½ thereof---	3010	.6	.8	2	301	—.8
		Summ—	22156	18	—	L	2215	13 .9

8 + 9 missing
Seperate Them They
Stuck Together

Day			Mil.	Re.	Fol.	L	s	d
		Diego del Varino, for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account of Time, Debitor.						
8	15	*April*, To Voyage to *Lisborn*, for dito. company, for sale of 100 Sayes, part money---	968	000	5	605	—	—
		Andrew Hitchcocke, Debitor.						
1634. 8	15	*April*, To *Amsterdam* exchange, due the 23 present—			11	504	19	6
10	30	Dito To Interest reck. for forbearance of 96 l. 14 s. 9 d. at 8 *per* C. for 4 months — — —			5	.. 2	11	.8
10	.8	*May*, To *Jacob Symonson*, for an exchange due 28 dito--			3	171	.8	4
11	22	Dito To *James Wilkinson* for 200 l. at Interest, and forbearance, are both — — —			4	205	.6	.8
12	.7	*June*, To Cash, paid *James Wilkinson* in full of an exch.-			1	.72	16	.8
13	15	Dito To *Jacob Symonson* for 20 Pieces of *Cambrix*, at 4 months time — — —			8	135	—	—
16	20	*July*, To *James Wilkinson*, for mine Assignation —			4	.48	—	—
16	20	Dito To *Hendrick vander Linden*, and company, for several commodities, at 6 months — —			10	193	19	.8
		Summ—			L	1334	2	.6
		Amsterdam-exchange, being in company for *Jacob Symonson* and me, each $\frac{1}{2}$, Debitor.	Guil.	sti.	p.			
1634. 9	15	*April*, To *Jacob Symonson* his account by me in comp. for his $\frac{1}{2}$ of the remise--	2790	—	—	5	279	—
9	15	Dito To *Jacob Symonson* my account by him in company, for my $\frac{1}{2}$ thereof —	2790	—	—	2	279	—
11	13	*May*, To Cash, remitted by me—	5049	15	—	1	504	19 .6
14	23	*Jun.* To *Jacob Symonson* his accou. by me in comp. for his $\frac{1}{2}$ of the remise—	2890	19	.8	5	289	.1 11
14	23	Dito To *Jacob Symonson* my account by him in comp. for my $\frac{1}{2}$ thereof—	2890	19	8	2	289	.1 11
15	2	*July*, To *Randoll Rice*, remitted by me-	5304	11	—	6	530	.9 .1
15	—	Dito To *Jacob Symonson* his account by me in comp. for his $\frac{1}{2}$ of the gains —	220	.6	.8	5	.22	—.8
15	.2	Dito To Profit and Lois, for my gains--	220	.6	.8	7	.22	—.8
		Summ—	22156	18	—	L	2215	13 .9

Day		*Contra*, Creditor.	Mil.	Re.	Fol.	£	s	d
8	15	*April*, By *Diego* dito, for the said company, our account of Ready-money, received in part —— —— ——	706	640	9	441	13	—
12	31	*May*, By dito *Diego*, received in full ——	261	360	9	163	.7	—
		Summ—	968	000	£	605	—	—

			Contra, Creditor.						
1634.	10	30	*April*, By *Jacob Symonson*, ordered me to make good here an exchange of —— —— ——			9	158	4	.9
	10	30	Dito By *James Wilkinson*, for my Assignment paid —			4	250	—	—
	12	.7	*June*, By *Jacob Symonson*, ordered to make good here--			9	244	.5	—
	16	11	*July*, By *Jacob Symonson* his account Currant for the debt of *Cambrix* transported to *James Wilkinson*—			2	135	—	—
	16	20	Dito by Cash, received in part of the now sold commodities, being —— —— ——			1	100	—	—
	18	20	Dito By *Balance*, due to me by conclude of account--			13	446	12	.9
			Summ——			£	1334	.2	.6

			Contra, Creditor.	Guil.	stt.	pe.				
1634.	8	15	*April*, By *Andrew Hitchcock*, for an exchange remitted me —— ——	5049	15	—	11	504	19	.6
	11	13	*May*, By *Jacob Symonson* his account by me in comp. for ½ of my remise——	2890	19	.8	.5	289	.1	11
	11	13	Dito By *Jacob Symonson*, my account by him in company, for my ½ thereof---	2890	19	.8	2	289	1	11
	14	23	*June*, By *Randoll Rice* his account Currant, for an exchange remitted me---	5304	11	—	6	530	.9	.1
	15	.2	*July*, By *Jacob Symonson* his account by me in comp. for ½ of my remise——	3010	.6	.8	5	301	—	8
	15	2	Dito By *Jacob Symonson*, my account by him in company, for my ½ thereof---	3010	.6	.8	2	301	—	.8
			Summ—	22156	18	—	£	2215	13	.9

	Day		Fol.	£	s	d
Arthur Mumperſon at *Danſick*, my account by him in company, Dr.		Flor. gr. p.				
	9 22	*April*, To *Danſick*-exchange ½ in company for dito *Arthur*, remitted to be by him employed there for my company Stock —— —— ——	5284 21 —	8	413	11 .9
Diego del Varino at *Lisborn* his account of Fruits, Debitor.		F. R.				
1634.	12 .7	*June*, To *Diego* his acco. of Caſh, for charges-	270 300	12	25	10 .7
	14 23	Dito To dito his Caſh, for proviſion, and, *&c.*		12	15	11 .6
	14 23	Dito To *Diego* his acco. Currant, for the neat		12	500	.2 .8
		Summ—	270 300	£	541	.4 .9
Diego del Varino, his account of Caſh, Debitor.						
1634.	12 .7	*June*, To Caſh, by me for him disburſed ——		1	25	10 .7
	14 23	Dito To *Randoll Rice*, received in part ——		6	380	— —
		Summ ——		£	405	10 .7
Diego del Varino, his account Currant, Debitor.						
1634.	16 20	*July*, To *Randoll Rice*, for mine Aſſignation ——		6	161	.4 .9
	16 20	Dito To *Diego* his Caſh, paid *Pedro* to clear account--		12	338	17 11
		Summ ——		£	500	2 .8
Thomas Truſt at *Antwerp*, for company *Ran. Rice* ⅗, and ⅖, for me, our account of Time, Debitor.		Guil. ſti. p.				
1634.	13 .7	*June*, To Voyage to *Antwerp*, conſigned to dito *Thomas* for company ⅗, and ⅖ for ſale of part of the ſent goods—	15153 .9 4	10	1515	.7 —

Day.		*Contra*, Creditor.	Flor.	gr.	p.	Fol.	L	s	d
9	22	*April*, By *Danſick*-exch. remitted in mine own Bills, his gains here ——	140	10	.5	.8	10	19	.8
18	20	*July*, By *Balance*, due by conclude —	5144	10	13	13	402	12	.1
		Summ—	5284	21	—	L	413	11	.9

		Contra, Creditor.	F.	R.				
1634. 13	23	*June*, By *Randoll Rice* his account Currant, ſold part at 2 months —— ——	270	300	6	541	.4	.9

		Contra, Creditor.					
1634. 12	.7	*June*, By *Diego* his account of Fruits for charges——	12	25	10	.7	
14	23	Dito By Caſh, for my diſburſed firſt charges ——	1	25	10	.7	
14	23	Dito By *Diego* his account of Fruits for proviſion, *&c.*--	12	15	11	.6	
16	20	*July* By *Diego* his account Currant, paid *Pedro d. Varino*	12	338	17	11	
		Summ—	L	405	10	.7	

		Contra, Creditor.				
1634. 14	23	*June*, By *Diego* his account of Fruits, for the neat proceed of 270 Pieces of Figs, and 300 Pieces of Raiſons-	12	500	.2	8

		Contra, Creditor.	Guil.	ſti.	p.				
1634. 13	.7	*June*, By *Tho. Truſt* for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Ready-money, for part received —— ——	11020	3	.9	13	1102	—	4
18	20	*July*, By *Balance*, for this conclude—	4133	.5	11	13	413	.6	8
		Summ——	15153	.9	4	L	1515	.7	—

	Day		Fol.	£	s	d
		Tho. Truſt at *Antwerp* for company *Ran. Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me; our account of Ready-money, Debitor. Guil.				
13	7	*June*, To dito *Thomas* our acco. of Time 11020 .3 .9	12	1102	—	4
		Figs in Company $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ me, Debitor. Pos.				
1634. 14	2	*July*, To Voyage to *Lisborn*, conſigned to *Diego del Varino*, for company, as above, received--- 2908	8	785	13	4
15	2	Dito To *George Pinchback*, for charges ———	3	20	13	7
		Summ— 2908	£	806	6	11
		Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$, their account of Time, Debitor.				
1634. 16	20	*July*, To dito their account of ready-money, received in part for ſold Wares ——— ——— ———	10	100	—	—
19	20	Dito To *Balance*, for conclude tranſported thither —	13	93	19	8
		Summ—	£	193	19	8
		Balance, Debitor.				
1634. 18	20	*July*, To *Jacob Symonſon* my account by him in comp.	2	301	—	8
18	20	Dito To *Jean du Boys*, for comp. *R. R* $\frac{3}{5}$, me $\frac{2}{5}$ Currant--	6	1092	17	10
18	20	Dito To *Hend. van. Lind.* and comp. their commodities-	10	194	12	1
18	20	Dito To Voyage to *Antw.* in comp. *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me---	10	189	12	—
18	20	Dito To *Andrew Hitchcocke* due to me by conclude---	11	446	12	9
18	20	Dito To *Arth. Mumperſon* my account by him in comp.	12	402	12	1
18	20	Dito To *Tho. Truſt*, for comp. *R. R.* $\frac{3}{5}$, me $\frac{2}{5}$ our Time acco.	12	413	6	8
18	20	Dito To Figs in comp. for *Jac. Symonſon* $\frac{2}{3}$, and $\frac{1}{3}$ for me-	13	806	6	11
19	20	Dito To Cath, reſting therein, and brought hither----	1	947	2	1
		Summ—	£	4794	3	1

	Day		Fol.	L	s	d
		Contra, Creditor. Guil.	ſti.	p.				
13	15	*June*, By *Jean du Boys*, for comp. *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account Currant by our order remitted him--	11020	—	—	6	1092	17	10
17	20	*July*, By Prof. & Loſs of dito comp. loſt--		.3	.9	.7	.9	.2	.6
		Summ—	11020	.3	.9	L	1102	—	4

				Ps.				
		Contra, Creditor.						
1634. 18	20	*July*, By *Balance*, reſting unſold — —	2908	13	806	.6	11

		Contra, Creditor.					
1634. 16	20	*July*, By *Hendrick vander Linden*, and company, their account of commodities, ſold for — —	10	193	19	.8

		Balance, Creditor,					
1634. 18	20	*July*, By *Jac. Symonſon* his account by me in comp.---	.5	512	.3	.8
19	20	Dito By *Randoll Rice* his account by me in company--	6	991	.7	.6
19	20	Dito By *Hen. vander Lind.* and comp. their commodities	10	194	12	.1
19	20	Dito By *Hen. van. Lind.* and comp. their ready-money--	10	.99	.7	.7
19	20	Dito By *Hen. van. Lind.* and comp. their Time account--	13	.93	19	.8
19	20	Dito By Stock, for difference there, being my preſ. eſtate	.1	2902	12	.7
		Summ—	L	4794	.3	.1

THE JOURNAL B.

OR,

The Second Journal:

By the which is ſhewed how to begin the New Books, and ſo to proſecute as before.

ANNO 1634.

IN

LONDON.

		L	s	d
1 ·	*Caſh*, Debitor to Stock l. 947. 2. 1. d. for ſundry Coynes in Gold, and Silver, as by the found particulars, the 20. preſent did appear, producing	947	2	1
1 ·	*Andrew Hitchcocke* Debitor to Stock l. 446. 12. 9. d. for ſo much due to me at ſeveral dayes, by conclude of former book, fol. 11. being	446	12	9
1 ·	*Jacob Symonſon* at Amſterdam, my account by him in company, debitor to Stock l. 301.—8. d. for gl 3010. 6. 8. pen. due to me by conclude of former book, fol. 2.	301	—	8
2 ·	*Arthur Mumperſon* at *Danſick*, my account by him in company, debitor to Stock l. 402. 12. 1. d. for 5144. Florines, 10. gros. 13. pin. Poliſh, due to me by conclude of former book, fol. 12.—	402	12	1
2 ·	*Figs in Company* $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ for me, debitors to Stock l. 806. 6. 11. d. for 2908. Pieces unſold in former books, fol. 13. coſt as there appeareth	806	6	11
2 ·	*Voyage to Antwerp* conſigned to *Thomas Truſt*, being in company $\frac{2}{3}$ for *Randoll Rice*, and $\frac{1}{3}$ for me, debitor to Stock l. 189. 12. s. for the value of 19. Laſts, 24. Mudde, 3. ſcheples of Wheat unſold, as by former book, fol. 10.	189	12	—
2 ·	*Jean du Boys* at Roan, for company *Randoll Rice* $\frac{1}{3}$, and $\frac{2}{3}$ for me, our account Currant, debitor to Stock l. 1092. 17. 10. d. for 3642. $\overset{x}{w}$. 58. ſous, 6. d. due to the ſaid company, as by former books, fol. 6.	1092	17	10
2 ·	*Thomas Truſt* at *Antwerp*, for company of *Randoll Rice* $\frac{1}{3}$, and $\frac{2}{3}$ for me, our account of Time, debitor to Stock l. 413. 6. 8. d. for gl. 4133. 5. 11. pen. due to us by conclude of former books upon this account, fol. 12.	413	6	8
3 · / 1 ·	*Hendrick vander Linden* $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reynſt* $\frac{1}{3}$, their account of commodities debitor to Stock l. 194. 12. 1. d for 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of *Allegant* ſtanding upon the Debit of former book, fol. 10.	194	12	1
1 · / 3 ·	*Stock*, debitor to *Jacob Symonſon* at *Amſterdam*, his account by me in company l. 512. 3. 8. d. for ſo much due to him by conclude of former book, fol. 5.	512	3	8

		L	S	D
3 ·	*Dito*, to *Randoll Rice* his account by me in company l. 991. 7. 6. D. for so much due to him upon this account by conclude of former books, fol. 6.	991	7	6
1 · / 3 ·	*Stock*, debitor to *Hendrick vander Linden* 2/3, *John van Does* 1/3, *Jaquer Reynst* 1/3, their account of commodities l. 194. 12. 1. D. for 160. Pieces of Figs, and 4. Bales of Pepper sold; being the whole wares in Credit of former books, fol. 10.	194	12	1
3 ·	*Dito*, to *Hendrick vander Linden*, and company, as above, their account of Ready-money l. 99. 7, 7. D. for conclude of former books, fol. 10.	99	7	7
3 ·	*Dito*, to *Hendrick vander Linden*, and company, as before, their account of Time l. 93. 19 8. D. for conclude of former books, as in fol. 13.	93	19	8

Andrew

A.

Andrew Hitchcock —— fol. 1
Arthur Mumperſon at Danſick, my account by him in company —— fol. 2.

C.

Caſh —— fol. 1.

F

Figs in Company, $\frac{3}{5}$ for *Jacob Symonſon*, and $\frac{2}{5}$ for me —— fol. 2.

H.

Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$, their account of commodities —— fol. 3.
Dito, their account of Ready-mony fol. 3.
Dito, their account of Time —— fol. 3.

I.

Jacob Symonſon at Amſterdam, my account by him in company —— fol. 1.
Jean du Boys at Roan, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant —— fol. 2.
Jacob Symonſon his account by me in company —— fol. 3.

R.

Randoll Rice his account by me in company —— fol. 3.

S.

Stock —— fol. 1.

T.

Thomas Truſt at Antwerp, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account of Time —— fol. 2.

V.

Voyage to Antwerp, conſigned to *Thomas Truſt*, being in company for *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me —— fol. 2.

				L	s	d
		Caſh, Debitor.				
	21	July. To Stocke, reſting in former book, fol. 1. ——	1	947	2	1
		Stock, Debitor.				
1634	21	July. To *Jacob Symonſon* his account by me in company-	3	512	3	8
	21	Dito. To *Randoll Rice* his account by me in company-	3	991	7	6
	21	Dito. To *Hendr.vander Linden*,& comp their commodit.	3	194	12	1
	21	Dito. *Hend.vander Lind.*& comp. their Ready-mony ——	3	99	7	7
	21	Dito. To *Hen.vand.Lind.*& comp.their account of Time	3	93	19	8
		Andrew Hitchcock, Debitor.				
1634.	21	July. To Stock, by conclude of former books, fol. 11---	1	446	12	9
		Jacob Symonſon at Amſterdam, my account by him in company, Dr.	Guil.	sti.	p.	
1634.	21	July. To Stock, as in former books, fol. 2.	3010	6	8	1 301 — 8

				L	s	d
		Stock, Creditor.				
1634.	21	July. by Caſh, reſting there in former books	1	947	2	1
	21	Dito. By *Andrew Hitchcock*, due to me in former books	1	446	12	9
	21	Dito, By *Jacob Symonſon* my account by him in company	1	301	—	8
	21	Dito. By *Arthur Mumperſ.* my account by him in comp.	2	402	12	1
	21	Dito. By Figs in company, for *Jac. Symonſon* $\frac{2}{3}$ & $\frac{1}{5}$ for me	2	806	6	11
	21	Dito. By Voyage to Ant. for company *R.R.* $\frac{3}{5}$, & $\frac{1}{5}$ for me	2	189	12	—
	21	Dito. By *Jean du Boys*, for comp. *Rand. R.* $\frac{3}{5}$, and $\frac{2}{5}$ for me	2	1092	17	10
	21	Dito. By *T. Truſt*, for comp. *R.R.* $\frac{3}{5}$, & $\frac{2}{5}$ me, our Time acco.	2	413	6	8
	21	Dito. By *Hend. vander Lind.* & comp. their commod. acco.	3	194	12	1

			Flor.	gr.	p.	L	S	D
		Arthur Mumperſon at Danſick, my account by him in company, Dr,						
	21	July. To Stock, due as in former books, fol. 12.	5144	10	13	1 402	12	1
		Figs in Company, for *Jacob Symonſon*, and ⅓ for me, Debitors.						
1634	21	July. To Stock, reſting unſold, as by acco. fol. 13.			2908	1 806	6	11
		Voyage to Antwerp, conſigned to *Thomas Truſt*, being in company of *Randoll Rice* ⅔, and ⅓ for me, Debitor.						
1634	21	July. To Stock, reſting unſold, as in fol. 10. for				1 189	12	—
		Jean du Boys at Roan, for company *Randoll Rice* ⅔, and ⅓ for me, our account Currant, Debitor.	℔w	S	D			
1634	21	July. To Stock, due as in former book, fol. 6.	3642	58	6	1092	17	10
		Thomas Truſt at Antwerp, for company *Ran. Rice* ⅔, & ⅓ for me our account of Time, Debitor.	Guil.	ſli.	p.			
1634	21	July. To Stock, due as in former book, fol. 12	4133	5	11	413	6	8

L	s	d

			Pcs.	bu.	ba.	L	s	d
		Hendrick vander Linden ½, *John van Does* ⅙, *Jaques Reynst* ⅓, their account of commodities, debitor.						
	21	*July.* To Stock, brought from former book, fol. 10.	160	15	4	1	194	12 · 1

Jacob Symonson at *Amsterdam*, his account by me in company, debitor.

Randoll Rice, his account by me in company, debitor.

Hendrick vander Linden ½, *John van Does* ⅙, *Jaques Reynst* ⅓, their account of ready money, deb.

Hendrick vander Linden ½, *John van Does* ⅙, *Jaques Reynst* ⅓, their account of Time, debitor.

			Ps.	bu.	ba.		L	s	d
	21	*Contra*, Creditor, July By Stock, brought from former Book, fol. 10.	169	·	4	1	194	11	·1
1634.	21	*Contra*, Creditor. July By Stock, due from former book, fol. 5.				1	512	·3	·8
1634.	21	*Contra*, Creditor. July By Stock, due in former book, fol. 6.				1	991	·7	·6
1634.	21	*Contra, Creditor.* July By Stock, due as in former book, fol. 10.				1	99	·7	·7
	21	*Contra*, Creditor. July By Stock, due as in former book, fol. 13.				1	93	19	·8

Science-lovers,

IN *this Books Title, I made promiſe of* Two Waſte-books *for exercile of the* Studious; *and according to the ſecond Rule of Aid, under the* 62. *place,* the Promiſer is Debtor: *therefore to have a diſcharge, I make part of performance in the enſuing. For* here *you have the firſt* Waſte-book, *comprehending many varieties of uſual paſſages amongſt Merchants:* here *you have the* True *courſe of the Inventories Entrances; then followeth the* Daily *paſſages of Trading:* here *you have all general matters belonging to* Proper *accounts: In this part of the* Waſte-book *Factorage accounts are likewiſe* begun; *and all paſſages made ſo plain, that a mean capacity may apprehend them. Therefore, who ever hath deemed this* Arts-learning *to be Obſcure, or Difficult, and for that cauſe hath been kept back from the* Secreſie *thereof, ſhall in the Progreſs of* my Teachings-method *find ſuch delectable proceedings, that (contrary to his expectation) he will with eaſe attain to this firſt* Waſte-books *true Ballances*

End.

Ingenuous Learner,

WHen *you intend to undergo the ſtudious Task of Learning the enſuing two* Waſte-books; then note, *that when the Book lyeth open before you, then is the ſide upon the Left hand* the Waſte-books propoſitions; *from thence you are to ſeek your* Debitors *and* Creditors: *and the ſide upon the Right hand, are* the Journals Dictations: *that is, ſuch words (though not Rhetorical) as are moſt plain, to explain the* Waſte-books *parcells after the* Debitors *and* Creditors *are found; thus entred for the Learners eaſe; not regarding my labour, nor charges at the Preſs, for this Art-deſirers good.*

Anno 1633. *the first of* January *in* Amsterdam.	Guil	ti.	pe
Title.			
1. *Of the Ready money that we have, when we begin to trade: or, by conclude of former Books.*			
1. Calculating my estate (when I left my former kind of Book-keeping) I found in several coyns of Gold and Silver, as by the agreement of my Cash, and Cash-book appeareth, the sum of—	1298	—	—
2. And in the Banck of this City (as by my account upon fol. 1765. appeareth) there is due to me—	6789	—	—
2. *Of Wares, Houses, Ships-parts, and the like.*			
3. I have 200. Pieces of Cambrix-cloth remaining unsold, producing at 40. guilders *per* Piece unto—	8000	—	—
4. More, I have a House called King *David*, standing upon the New-Market of this City: which cost, besides the Legacy going out of the same—	4953	15	—
5. I have $\frac{1}{16}$ of the good Ship called the *Rain-bow* of *Sardam*, Shipper upon the same is *John Johnson* the Elder of *Ilpendam*, my part cost—	963	12	8
3. *Of Debitors.*			
6. *Jack Pudding* at *Bondon* hath sent me an account dated the 28. of *November* last, wherein is due to me by conclude in Ready mony 89. l. 12. s. sterl. proceeding from sales of several Wares for my account, exchange at 33. s 4. d. produceth—	896	—	—
7. *Daniel Beese* of *Purmerent* hath delivered me his Bond, proceeding from commodities sold him, due the 19. present, being-	1017	3	—
4. *Of Debt-Demanders.*			
8. *Gerard Frind* of *Ilpendam*, hath a Bill of mine, being for goods bought of him, due the 26. present, producing unto—	465	10	8
The 5. Dito.			
9. *Alexander Ham* dwelleth in the House called King *David*, stand-			

Anno 1633. *the first of* January *in* Amsterdam.

	Guil	ſti	p:
Title.			
1. *Of the Ready mony, &c.*			
1.) gl. 1298. for ſeveral coyns of Gold and Silver, at preſent in my Houſe, as between the agreement of my Caſh, and Caſh-book appeareth, the ſum of	1298	—	—
2.) gl. 6789. due to me in the Banck of this City, as by my account in their Book, fol. 1765. appeareth, being	6789	—	—
2. *Of Wares, Houſes, Ships. &c.*			
3.) gl. 8000. for 200. Pieces of Cambrix-cloth, by me unſold; producing at 40. gl. *per* Piece	8000	—	—
4.) gl. 4953. 15. ſtuy. which the ſaid Houſe (ſtanding upon the New Market of this City) coſt firſt penny, beſides the Legacies due out of the ſame	4953	15	—
5.) gl. 963. 12. 8. pen. for 1/6 of the ſame, upon which *John Johnſon* the Elder of *Ilpendam*, is Shipper, my part coſt	963	12	8
3. *Of Debitors.*			
6.) gl. 896. for 89. l. 12. ß. ſterl. due to me in Ready mony, proceeding from Wares ſold for me, as by an account received, bearing date the 28. of *November*, exchange at 33. ß. 4. d.	896	—	—
7.) gl. 1017. 3. ſtuy. for commodities formerly ſold him, as by his Bond, due the 19. preſent, being	1017	3	—
4. *Of Debt-Demanders.*			
1.) gl. 465. 10. 8. pen. for Wares formerly bought of him, by my Bond, due the 26. preſent, being	465	10	8
The 5. Dito.			
.) gl. 360. for his yearly dwelling rent of the ſaid houſe, ſtanding upon			

	Guil	sti	pe
ding upon the New Market of this City; his Rent will be due the first of *April* next, producing yearly	360	—	—
10. *Jacob Honger* hath a yearly Legacy of 50. gl. out of the House called King *David*, due the 27. of *February* next, to be released after 16. years purchase, chief sum, and rent produceth	850	—	—
5. *Wares bought for ready money, and presently paid.*			
11. Bought of *Thomas Coster* 15. Butts of Sherry-sack, at 84. gl. *per* Butt, my payment is	1260	—	—
6. *Wares sold for ready money, and presently received.*			
12. Sold unto *William Pensard* 16. Pieces of Cambrix-cloth: my receit at 45. gl. *per* Piece, is	720	—	—
13. There is a Legacy of 60. gl. now given to me out of the House called the Emperour, standing upon the Colke of this City, payable by *Susanna Peters Orphants*, due the 28. of *February* next, to be released after 18. years purchase, chief sum and rent produceth	1140	—	—
7. *Wares bought, to pay upon Demand.*			
The 12. Dito.			
14. Bought of *Daniel Beef* 16. Lasts of Rye, at 60. ggl. each Last, to pay upon demand, being	1344	—	—
8. *Wares sold to be paid upon Demand.*			
15. Sold unto *Gerard Frind* 12. Pieces of Cambrix-cloth, at 43. gl. 16. stuy. *per* Piece, to pay upon demand, being			
9. *Wares bought, paying part ready money, the remainer upon Time.*			
The 15. Dito.			
16,17. Bought of *Gerard Frind* 58. Hogsheads of French Aqua-vitæ,			

upon the New-Market of this City, which Rent will be due the first of April next, being — 360 — —

10.) gl. 850. for a yearly Legacy of 50. gl. out of the said House, due the 27. of February next, to be released after the rate of 16. years purchase. the chief sum, and rent produceth — 850 — —

5. *Wares bought for, &c.*

11.) gl. 1260. for 15. Butts of Sherry-sack, bought of *Thomas Coster*, at 84. gl. *per* Butt; my payment is — 1260 — —

6. *Wares sold, and, &c.*

12.) gl. 720. for 16. Pieces of Cambrix-cloth, sold to *William Pensard* at 45 gl. *per* Piece: my receit is — 720 — —

13.) gl. 1140. For a yearly Legacy of 60. guilders, now given to me, out of the House called the Empetour, standing upon the New-sides Colke of this City; due the 28. of February next: and may be released at the rate of 18. years purchase: chief sum, and rent is — 1140 — —

7. *Wares bought, to pay, &c.*

The 12. Dito.

14.) gl. 1244. for 16. Lasts, bought of him at 60. ggl. *per* Last, to pay upon demand; being — 1344 — —

8. *Wares sold to be, &c.*

15.) gl. 525. 12. stuy. for 12. Pieces sold him at 43 ½ gl. *per* Piece to pay upon demand — 525 12 —

9. *Wares bought, paying, &c.*

The 15. Dito.

16.) gl. 5568. for 58. Hogsheads of French Aqua-vitæ, at 96. gl. paying part ready mony, the remainer upon 3. mon. being all — 5568 — —

17.) gl. 37.84.

	Guil.	ſti.	pe.
vitæ, paying 3784 gl. now ready; the remainer upon 3. months: the whole at 96. gl. *per* Hogſhead, is	5568	—	—
10. *Wares ſold, receiving part preſently, the Remainer upon time.*			
The 21. Dito.			
18, 19. Sold unto *William Ducket* 58. Hogſheads of French Aquavitæ, receiving 4960. gl. now ready, the remainer at 3. moneths: the whole at 120. gl. *per* Hogſhead, produceth	6960	—	—
11. *To pay a Debt now expired.*			
The 27. Dito.			
20. Unto *Daniel Beef* for conclude of account, do I pay	·326	17	—
12. *To receive a Debt now expired.*			
21. Of *Gerard Frind* received to clear the firſt parcel	··60	·1	8
13. *Mony fetcht out of Banck.*			
The 5. of February, 1633.			
22. Fetcht out of Banck, being paid me by *Frederick Wats* the Caſhier	·6000	—	—
14. *Mony carried into Banck.*			
The 7. of February.			
23. My ſervant *Francis Willing*, according to my order, hath carried mony into Banck, and delivered it to *John Nimble*, to be ſet upon my account, being	·987	15	·8
15. *Mony and Wares, bartred for other Wares.*			
The 15. Dito.			
24. Received of *Gerard Frind* 4. Barrels of Couchaneille, weighing Netto 560. lb. at 18. gl. *per Centum*	10080	—	—

25. Againſt

	Guil	ſti	pe
17.) gl. 3784. paid unto him in part of the above-named Aquavitæ	3784	—	—
10. *Wares ſold, receiving*, &c.			
The 21. Dito.			
18.) gl. 6960. for 58. Hogſheads of French Aquavitæ, at 120. gl. receiving part ready-money, the remainer upon 3. months, being all--	6960	—	—
19.) gl. 4960. received in part of the above-named Aquavitæ	4960	—	—
11. *To pay a Debt*, &c.			
The 27. Dito.			
20.) gl. 326. 17. ſtuy. paid unto him for conclude of account	326	17	—
12. *To receive a Debt*, &c.			
21.) gl. 60. 1. 8. pen. received of him in full of account, being---	60	1	8
13. *Money fetcht*, &c.			
The 5. of *February*, 1633.			
22.) gl. 6000. fetcht out of the ſame, being paid unto me by *Frederick Wats*, Caſhier, to wit	6000	—	—
14. *Money carried*, &c.			
The 7. Dito.			
23.) gl. 987. 15. 8. pen. carried into the ſame according to my order, by my ſervant *Francis Willing*, and delivered it to *John Nimble*, to be ſet upon my account, being	987	15	8
15. *Money and Wares*, &c.			
The 15. Dito.			
24.) gl. 10080. for 4. Barrels received of him in barter, weighing Netto 560. ℔. at 18. gl. *per Centum*, is	10080	—	—

25. Againſt the which I have delivered him 15. Laſt, 23. Mudde, and 3. Scheples of Rye, being the product of 16. Laſt, producing at 80. ggl. *per* Laſt, unto—— 1778 10 —

26. More, 60. Pieces of Cambrix-cloth, at 47. gl. *per* Piece—— 2820 — —

27. And unto his Servant *Anthony Succaro* paid to clear this Truck—— 5481 10 —

16. *Wares bartred againſt other Wares, and Money, enjoying rebate.*

The 21. Dito.

28. Delivered unto *William Ducket* 4. Barrels of Couchaneille, poize Netto. 558. ℔. at 25. gl. *per* ℔.—— 13950 — —

29. Againſt the which he delivereth me 334. Ends of Braſil-wood, poize Netto. 22170. ℔. at 44. gl. *per Centum*, upon fifteen months diſcount—— 9754 16 —

30. My receipt in Money to clear this account is—— 5082 — —

31. Becauſe the diſcount at 8. *per Centum*, produceth—— 886 16 —

17. *To receive a Debt now due.*

The 3. of *March*.

32. Received of *Jooſt Peterſon*, for the Orphants of *Suſanna Peters*, the Legacy of the Houſe called the *Emperour*, due the 28. of *February* laſt—— · 60 — —

18. *To pay by aſſignment a now expired Rent, and by Aſſignment to receive the over-plus: allowing Intereſt to the paying man.*

33. Aſſigned *Jacob Honger* upon *Alexander Ham*, for a Legacy which dito *Jacob* hath yearly out of the Houſe King *David*, due the 27. of *February* laſt, being—— · 50 — —

34. Received of *Giles Swaine* by Aſſignment of *Alexander Ham* the remainer of a years Rent of the before-named Houſe, due the firſt of *April* next, being—— 310 — —

	Guil	sti	pe
25.) gl. 1778. 10. stuy. for 15. Last, 23. Mudde, 3. Scheple, delivered him, being the proceed of 16. Last, are at 80. ggl. in part of Barter	1778	10	—
26.) gl. 2820. for 16. Pieces, at 47. gl. in part of Barter, delivered him, being	2820	—	—
27.) gl. 5481. 10. stuy. paid in full of this Barter unto his Servant *Anthony Succaro*	5481	10	—
16. *Wares Bartered for*, &c.			
The 21. Dito.			
28.) gl. 13950. for 4. Barrels delivered him in Truck, weighing Netto. 558. lb. at 25. gl. *per Centum*, being	13950	—	—
29.) gl. 9754. 16. stuy. for 334. Ends of Brasil-wood, recived in part of Truck, weight Netto. 22170. lb. at 44. gl. *per Centum*, upon 15. months discount, being	9754	16	—
30.) gl. 5082. received of him in full of this Truck, being	5082	—	—
31.) gl. 886. 16. stuy. for the discount of gl. 9754. 16. stuy. at 8. *per Centum*, for 15. months, is	886	16	—
17. *To receive*, &c.			
The 3. of March.			
32.) gl. 60. received of *Joost Peterson* the Legacy of the Emperour, due the 28. of *February* last	60	—	—
18. *To pay by Assignment*, &c.			
33.) gl. 50. for mine Assignation delivered dito *Jacob*, in full of a Legacy, which he yearly hath out of the House King *David*, due the 28. of *February* last, being	50	—	—
34.) gl. 310. by his Assignment received of *Giles Swaine* the remainer of a years Rent of the House King *David*, due the first of *April* next, being	310	—	—

Guil. | Sti. | pe.

35. So that the ſaid *Alexander* payeth 1. month before the time, which allowance I pay him out of Purſe, being at 7. *per Centum*—— ..2 | .2 —

19. *To Book renewed Legacies, and Rents.*

36. The Legacy of the Houſe called the Emperour, to be paid yearly by *Suſanna Peters Orphants*, will be due the 28. of *February* next, 1634. being—— .60 — —

37. The Rent of the Houſe called King *David*, wherein *Alexder Ham* dwelleth, will be due the firſt of *April* next, 1634. being— 360 — —

38. The Legacy that *Jacob Honger* hath yearly out of the Houſe King *David*, will be due the 27 of *February* next, 1634. being—— ..50 — —

20. *To give a Gratuity.*

39. Unto the experienced Counſeller, Maſter *James Well-ſpeaker*, have I freely given a Piece of Cambrix for expedition in my matters, the Piece coſt—— ..40 — —

21. *To receive a Gratuity.*

40. *William Ducket* hath freely given me 6. Ends of Braſil-wood, poize 400. ℔. for *Remuneration* of my former Aid, and Counſel in helping him to a good Chapman for all his other Braſil, which Reward, Requital, or Recompence, at 44. gl. *per Centum*, is—— — 176 — —

22. *To buy Wares upon after-delivery.*

The 13. Dito.

41. Bought of *William Ducket* 36. Laſts, 14. Mudde of Rye, which he (by promiſe) is to deliver me within 14. days after this date, at 60. ggl. *per* Laſt, is—— — — — — — 3067 | 11 —

23. *To ſell Wares upon after-delivery.*

42. Sold unto *Jacob Honger* 340. Ends of Braſil-wood, weighing in all 22570. ℔. the ſame have I promiſed to deliver him, or Aſſigns, within 14. days next coming, producing at 44. gl. *per Cent.* upon 16. months rebate, unto—— — — — — 9930 | 16 —

	Guil	Sti	Pe
35.) gl. 2. 2. stuy. paid the said *Alexander* out of Purse, becaus he payeth 1. month before the time; allowance at 7. *per Cent.*	2	2	—
19. *To Book renewed*, &c.			
36.) gl. 60. for the yearly renewed Legacies of the House called the Emperour, due the 28. of *February*, 1634. being	60	—	—
37.) gl. 360. for the yearly dwelling Rent of the same, now renewed, due the first of *April*, 1634. being	360	—	—
38.) gl. 50. for the yearly Legacy of the same now renewed, due the 27. of *February*, 1634. being	50	—	—
20. *To give a Gratuity.*			
39.) gl. 40. for one Piece given as a Gratuity unto the experienced Counseller, Master *James Well-speaker*, for expedition used in my matters: the Piece cost	40	—	—
21. *To receive a Gratuity.*			
40.) gl. 176. for 6. choice Ends of Brasil-wood, qt. 400. lb. given me by *William Ducket*, for Remuneration of my former Aid and Counsel, in helping him to a good Chapman for all his other Brasil, which Recompence at 44. gl. *per Centum*	176	—	—
22. *To buy Wares*, &c.			
The 13. Dito.			
41.) gl. 3067. 11. stuy. for a Bargain of 36. Lasts, 14. Mudde of Rye, which he (by promise) is to deliver me in 14. days after this date, being at 60. ggl. is	3067	11	—
23. *To sell Wares*, &c.			
42.) gl. 9930. 16. stuy. for a Bargain of 340. Ends of Brasil-wood, Weight, Netto. 22570. lb. which by promise I am to deliver him, or Assigns, within 14. days next coming, upon 16. months discount, producing at 44. gl. *per Centum*, unto	9930	16	—

Guil. | ſti | pe

24. *Money taken upon Intereſt, being preſently received.*

43. 44. Upon Depoſito received of *Suſanna Peters Orphans* 600. gl. being with Intereſt at 8. *per Centum per Annum* for three months time—— 608 — —

25. *Money put forth upon Intereſt, and preſently paid.*

45. 46. Delivered upon Depoſito unto *Daniel Beeſe* 1000. gl. being with Intereſt at 8. *per Centum per Annum* for 3. months—— 1030 — —

26. *Agreed with another, for Money upon Intereſt, which I am to receive certain days after the agreement; yet I Book the ſame inſtantly, as an Example of the like.*

——The 21. Dito.——

47. With *Alexander Ham* agreed, that he is to deliver me within ſome few days, for 3. months upon Depoſito—— 1100 — —

27. *Agreed with another, for Money upon Intereſt, which I am to pay certain days after our agreement; the ſame I now inſtantly Book, as an Inſtance for the like.*

48. Condeſcended this day, to deliver within ſome few days unto *Jacob Honger* upon Depoſito, for 3. months time—— 600 — —

28. *Money paid unto a Shipper, for my part of the Ships Victualling.*

——The 25. Dito.——

49. Unto *John Johnſon Goyer* have I paid my $\frac{1}{16}$ Victualling of the Ship called the *Rain-Bow* of *Sardam*, now riding in *Texel-Road*, to launch forth with the firſt good Wind, my part produceth-- 80 — —

29. *To*

	Guil	Sti	Pe
24. *Money taken upon, &c.*			
43.) gl. 600. received upon Deposito for 3. months at 8. *per Centum per Annum*	600	—	—
44.) gl. 8. being for the Interest of 600. gl. for 3. months, at 8. *per Centum per Annum*	.8	—	—
25. *Money put forth, &c.*			
45.) gl. 1000. delivered him upon Interest for 3. months, being at 8. *per Centum, per Annum*	1000	—	—
46.) gl. 30. being for the Interest of 1000. gl. at 12. *per Centum, per Annum*, for 3. months time	30	—	—
26. *Agreed with another, for, &c.*			
The 21. Dito.			
47.) gl. 1000. for our agreement, that he is to deliver me within some few days, for 3. months upon Deposito	1000	—	—
27. *Agreed with another, for, &c.*			
48.) gl. 600. for so much agreed upon this day, to deliver him within some few days upon Deposito, for 3. months time	.600	—	—
28. *Money paid unto a Shipper, &c.*			
The 25. Dito.			
49.) gl. 80. Paid unto *John Johnson Goyer*, for my revictualling of her: she lying ~~now~~ in *Texel-Road*, to launch forth with the first good Wind, my part produceth	..80	—	—

	Guil		pe
17. *To receive Money for my part of Ships freight, or gain, upon a Voyage.*			
50. *John Johnſon Goyer*, not intending to have come into *Texel-Road* with his Ship, did pay 18. l. ſterl. the 30. paſſado unto *Jack Pudding* at *London*, for my $\frac{1}{16}$ advance upon the *Rain-bows* Voyage: the ſame hath he ſent me in Engliſh Money by *Peter Claſon* Viſcher, producing at 5. *per Centum*, unto——	189	—	—
30. *Wares now delivered, which formerly were ſold upon delivery: and the money now made me good by Aſſignment.*			
The 2. of *April*.			
51. Delivered unto *Seager Solt*, by order of *Jacob Honger*, the 340. Ends of Braſil-wood, ſold unto him the 13. paſſado, upon delivery, poize 22570. ℔. at 44. gl. *per Cent.* upon 16. months diſcount, is——	9930	16	—
52. The diſcount at 8. *per Centum*, *per Annum*, for 16. months, is——	·957	·7	—
53. So that for my payment he aſſigneth me upon *Symon Sentforth*, the ſame upon *Francis Further*: and he upon *Paul Payer*, of whoſe ſervant, *Nath. Nimble Fingers*, I receive——	8973	·9	—
54. And for my promiſe-performance I enter this, being——	9930	16	—
31. *To receive Wares, which formerly were bought upon delivery, paying the ſame in Banck; enjoying Banck-money.*			
55. In lieu or place of that which *William Ducket* ſold me the 13. paſſado, I receive of him but one half, for which we are agreed ſo to let it paſs, the ſame at price bought, produceth——	1533	15	8
56. The ſame I make good in Banck, upon the account of *Gerard Frind*, for dito *William*——	1533	15	8
57. Banck-			

	Guil	ſti	pe
29. *To receive money for*, &c.			
50.) gl. 189. for a bag of Spices received by Shipper *Peter Glaſon* Viſcher, from *Jack Pudding* at *London*, being 18. l. ſterling, which *John Johnſon Goyer*, not then intending to have come into the Rode of *Texel* with his Ship, left with him the 30. paſſado for my $\frac{1}{10}$ part advance upon the Ships Voyage, producing here at 5. *per Centum*, unto	189	—	—
30. *Wares now delivered*, &c.			
The 2. of *April*.			
51.) gl. 9930. 16. ſtuy. for 340. Ends, quantity 22570. lb. ſold the 13. of *March* upon delivery, but now delivered, to be diſcounted at 16. moneths, producing at 44 gl. *per Cent*. to	9930	16	—
52.) gl. 957. 7. ſtuy. for the diſcount of 9930. 16. upon 16. moneths, at 8. *per Centum per Annum*, being	957	7	—
53.) gl. 8973. 9. ſtuy. for his Aſſignation firſt upon *Simon Sentforth*, by him upon *Francis Further*, and he upon *Paul Payer*, of whoſe ſervant *Nath. Nimble-Fingers*, I receive	8973	9	—
54.) gl. 9930. 16. ſtuy. for the parcels diſcharge entred the 13. of *March*, becauſe of my promiſe-performance, I writ back	9930	16	—
31. *To receive Wares, which*, &c.			
55.) gl. 1533. 15. 8. pen. for 18. Laſt, 7. Mudde, received of him in lieu of that which was agreed upon the 13. of *March*, for which we condeſcend to let it paſs ſo; the ſame at 66. ggl. *per* Laſt, is	1533	15	8
56.) gl. 1533. 15. 8. pen. by his order made good upon the account of *Gerard Frind*	1533	15	8

57. Banck-moneys advance paid me in hand by dito *William*, is at 2 ½ *per Centum* ·· 35 15 8

58. And for his promise-performance, this is thus entred, being 3067 11 —

32. *Money which formerly was agreed for upon Interest, is now made me good in Banck, allowing Banck-money.*

The 5. Dito

59. *Jeremias Willing*, by order of *Alexander Ham*, hath writ in Banck upon my account the sum agreed for the 21. passado, being 1000 — —

60. Banck-money now paid him in hand at one *per Centum*, is ·· 10 — —

61. His promise-performance being the cause of this parcel, to equalize a former made parcel of 1000 — —

62. So that the Interest at 8. *per Centum*, *per Annum* for 3. moneths, is ·· 30 — —

33. *Mony now made good in Banck, which formerly I promised upon Interest, enjoying Banck-money allowance.*

63. Made good in Banck upon *Gerard Frinds* account, the agreement with *Jacob Honger*, done the 21. of *March*, being · 600 — —

64. Banck-monies allowance now paid me in hand, is ··· 8 — —

65. This parcel arising from my promise-performance, is · 600 — —

66. Interest at 12. *per Centum*, *per Annum*, for 3. moneths, is ·· 18 — —

	Guil	sti.	pe.
57.) gl. 35. 15. 8. pen. being made good unto me in hand, for Banck-monies advance, at 2 $\frac{1}{2}$ *per Centum*, is	..35	15	8
58.) gl. 3067. 11. stuy. for the parcels discharge, entred the 13. of *March*, which being agreed upon, I write back	3067	11	—
32. *Money which formerly was*, &c.			
The 5. Dito.			
59.) gl. 1000. writ upon my account by *Jeremias Willing*, for dito *Alexander*, being the sum agreed upon the 21. of *March*, which was	1000	—	—
60.) gl. 10. for Banck-money paid him out of hand to dito *Alexander*, being at one *per Centum*	..10	—	—
61.) gl. 1000. for the discharging of his promise made unto me the 21. of *March*, 1633. being	1000	—	—
62.) gl. 30. for 1000. gl. forbearance 3. moneths, *pro rato* 8. *per Centum, per Annum*, being	..30	—	—
33. *Money now made good*, &c.			
63.) gl. 600. made good by his order upon *Gerard Frinds* account, the sum agreed for the 21. of *March*, being	.600	—	—
64.) gl. 8. for Banck-monies allowance, now paid me in hand, being	...8	—	—
65.) gl. 600. for the parcels discharge, entred the 21. of *March*, because of my promise, which being performed, I write back that	.600	—	—
66.) gl. 18. for 3. moneths forbearance of 600. gl. *pro rato* 12. *per Centum, per Annum*, is	..18	—	—

Guil | sti | pe

34. *To enter Intereſt, for a Debt due to me from another.*

67. *Jack pudding* did ſend me an account, dated the 28. *November* laſt, wherein by conclude was due to me 89. l. 12. ß. ſter. detained now 5. moneths in his hands, producing at 10. *per Centum*, unto 3. l. 14. 8. d. ſterl. exchange, at 33. ß. 4. d. is— ..37 . 6 8

35. *To pay money upon Ships-hazzard.*

68. Paid this day upon Seas-hazzard, or Ships-keel, 240. ricks Dollers unto Shipper *William Lawrentſon*, to be repaid in *London* to *Jack Pudding*, for my account upon his ſafe arrival there, or whereſoever he breaketh his lading in the ſaid Kingdom, my payment at 50. ſtuy. *per* Doller, is 60. l. ſterl. exchange at 33 ß. 4. d. is— .600 — —

69. So that the advance, at one penny ſterl. upon each guilder, which he is to pay likewiſe unto the ſaid *Jack Pudding*, is 2 l. 10. ß. ſterl. exchange, as above— .25 — —

36. *To buy out a Leaſe upon my Houſe, paying ready-money.*

The 23. Dito

70. *Jacob Honger* hath a Leaſe of 50. gl. yearly out of my Houſe called King *David*, the ſame I have bought free, at rate of 16. years purchaſe; my payment is— .800 — —

71. So that he acquitteth me by agreement the time of the ſaid Rent, beginning the 27. of *February* laſt, being yearly— .50 — —

37. *To ſell a Leaſe due to me from another Houſe, receiving it preſently.*

72. *Suſanna Peeters Orphans* have bought out the Legacy upon the Houſe called the Emperour, at rate of 18. years purchaſe: my receit is— 1080 — —

73. So that I re-write the ſaid Rent, begun the 28. of *February* laſt, being yearly— ..60 — —

74. Intereſt

	Guil.	ſti	pe
34. *To enter Intereſt, for a Debt, &c.*			
67.) gl. 3[illegible]6.8. pen. for the forbearance of 89. l. 12. ſ. ſterl. detained now 5. moneths in his hands, as by an account dated the 28. of *November* laſt, then due to me in ready money, producing at 10. *per Centum*, unto 3. l. 14. ſ. 8. d. ſterl. exchange at 33. ſ. 4. d. Flemiſh, for one pound ſterling, is	37	6	8
35. *To pay money, &c.*			
68.) gl. 600. paid him this day 240. ricks Dollars upon Shipshazzard, to be repaid in *London* for my account to *Jack Pudding*, upon his ſafe arrivement there, or whereſoever he breaketh his lading in the ſaid Kingdom, my payment is 60. l. ſterl. exchange at 33. ſ. 4. d. Flemiſh, for each pound ſterling, is	600	—	—
64.) gl. 25. for a penny ſterl. advance, upon each gl. that he is to pay unto the ſaid *Jack Pudding* is, 2. l. 10. ſ. ſterl. exchange at 33. ſ. 4. d. being	25	—	—
36. *To buy out a Leaſe, &c.*			
The 23. Dito.			
70.) gl. 800. paid for his principal of a yearly Legacy of 50. gl. that he hath out of my Houſe the King *David*, the ſame I have now bought free, at rate of 16. years purchaſe, my payment is	800	—	—
71.) gl. 50. for the time acquitting of the ſaid rent, writ back, as by agreement, which began the 27. of *February* laſt, is	50	—	—
37. *To ſell a Leaſe due, &c.*			
72.) gl. 1080. for the principal of a yearly Legacy of 60. gl. that I have out of the houſe the Emperour, by them now bought free, after the rate of 18. years purchaſe, my receit is	1080	—	—
73.) gl. 60. for the writing back of the ſaid rent, which began the 28. of *February* laſt, being yearly	60	—	—

	Guil	stiv	pe
74. Intereſt of the ſame at 12. *per Cent.* for 2. moneths, now paid me, is	..1	.4	—
38. *To aſſign a Debt-Demander upon a Debitor, and to receive the reſt my ſelf.*			
The 27. Dito.			
75. 76. Aſſigned *Gerard Frind* upon *William Ducket* for 1784. gl. the Remainer payeth the ſaid *Ducket* unto me; the whole was	2000	—	—
39. *Advice that the monies formerly here paid upon Ships-hazzard, are there re-paid.*			
The 6. of *May.*			
77. *Jack Pudding* at *London* advertiſeth me, that Shipper *William Lawrentſon* is there well arrived, of whom he hath received for my uſe 62. L. 10. S. ſterl. delivered here the 19. paſſado upon Ships-hazzard, exchange at 33. S. 4. D. is	.625	—	—
40. *To ſhip, or ſend Goods unto another Place, or Land, to be ſold for my account; and this ſending hath four Conſiderations.*			
The 18. Dito.			
78. (1.) Shipt to *London* in the Gray-hound of Soeter-meere, by Shipper *John Claſon* of *Aſſen-Delft*, 100. Pieces of Cambrix-cloth; the ſame I have ſent to *Jack Pudding*, to ſell for my account, producing at 40. gl. *per* Piece, to	4000	—	—
79. (2.) Bought of *Anthony Succaro* 1800. Frails of Figs, the ſame I have ſhipped By, and Unto, as above, to be ſold for my account, my payment at 40. ſtuyvers *per* Piece, is	3600	—	—
The 31. Dito.			
80. (3.) Bought of *Chriſtopher Prume* 10. Bales of Pepper, poize Nett. 3280. ℔. the ſame I have ſhipt to *Hambrough* by Shipper *Jaques Snell*, and conſigned to *John van Eſſen*, to be ſold for my account, producing at 27. D. *per* ℔. upon 4. moneths time, unto	2214	—	—
81. (4.) *Jack Pudding* (according to my order) hath ſhipt to *Dan-ſick*,			

	Guil	ſti	pe
74.) gl. 1. 4 ſtuy. for 2. moneths forbearance of 60. gl. being at rate of 12. *per Cent.* is	..1	·4	—
38. *To aſſign a Debt*, &c.			
The 27. Dito.			
75.) gl. 1784. for mine Aſſignation delivered to the ſaid *Gerard* in full; but upon the ſaid *William* only in part of account	1784	—	—
76.) gl. 216. received of him in full of account, being	·216	—	—
39. *Advice that the monies*, &c.			
The 6. of *May*.			
77.) gl. 625. for 62. L. 10. ß ſterl. which dito Shipper hath delivered unto him, the value paid here the 19. of *April* laſt, upon Seas-hazzard, exchange at 33. ß. 4. D Flemiſh, is	·625	—	—
40. *To ſhip, or ſend goods*, &c.			
The 18. Dito.			
78. (1.) gl. 4000. for a 100. Pieces ſhipt in the Gray-hound of Soeter-meere, by Shipper *John Claſon* of *Aſſen-Delft*; the ſame I have ſent to the ſaid *Jack* to ſell for my account, producing at 40. gl. *per* Piece unto	4000	—	—
79. (2.) gl. 3600, for 1800. Frails of Figs, bought of *Anthony Succaro*, the ſame I have ſhipt By, and Unto, as above, for my account, my payment at 40. ſtivers *per* Frail, amounteth unto	3600	—	—
The 31. Dito.			
80. (3.) gl. 2214. for 10. Bales of Pepper, bought of him at 4. moneths time, quantity 3280. lb. the ſame I have ſent by Shipper *Jaques Snell*, unto *John van Eſſen*, to be ſold for my account, producing at 27. D. *per* lb. unto	2214	—	—
81. (4.) gl. 1860. for 80. Engliſh Durances, which he, according to			

sick, by Shipper *Giles* the Post, 80. English Durances, and consigned them to *Peter Brasseur*, to be sold for my account, which cost in *England* with all charges 186. l. sterl. exchange at 33. s. 4. d. Flem. for each l. sterl. is—— 1800 — —

41. *How to enter the charges done upon the Shipt-goods.*

82.) Custom, and other petty charges done upon the Figs and Cambrix, is—— 130 — —

83.) Custom, and other petty charges upon the Pepper, is—— ·72 15 —

42. *To cause sent goods to be insured, paying the same presently.*

84.) *Leonard Spreewe* hath insured my Cambrix, shipt to *London* the 18. of *May*, my payment at 2 *per Centum*, is—— ··80 — —

43. *To cause sent goods to be insured, paying the premie, upon advice of the safe arrivement there.*

85. The said *Leonard* hath insured my Pepper, shipt for *Hambrough* the 31. of *May* last, for which (upon the safe Arrivals advice) he is to have at 3. *per Centum*—— ··66 .8 —

44. *Goods insured by me, which another man had shipt for his own account, provided that the Premie is presently paid me.*

The 15. Dito.

86. I have insured *Clace Capons* Canary Wines, shipt the 8. hereof from hence to *Roan*, by *Michael Mop*, Master of the Swan, amounting unto 1305. gl. my receit at 6. *per Centum*, is—— 78 -6 —

45. *Goods insured by me, which another man had shipt for his own account, whereof I am to receive the Premie upon notice of the safe arrival there.*

The 27. Dito

87. I have insured *Jaques Jolyt* 88. Pieces of Cambrix-cloth, shipt

	Guil	stiv	pe
to my order hath shipt by *Giles* the Post, and sent them to *Peter Brasseur*, the same cost in *England*, with all charges, 186. I. sterl. exchange at 33. s. 4. d.	1860	—	—
41. *How to enter the charges*, &c.			
82.) gl. 130. for Custom, and other petties upon Figs and Cambrix shipt	130	—	—
83.) gl. 72. stuy. 15. for Custom & other petties upon Pepper sent	·72	15	—
42. *To cause sent Goods*, &c.			
The 7. of *June*.			
84.) gl. 80. for Insurance of my Cambrix, shipt thither the 18. of *May*, my payment unto *Leonard Spreewe* Assuror, at 2. *per Centum*, is	80	—	—
43. *To cause sent Goods*, &c.			
85.) gl. 66. 8. stuy. for Insurance of my Pepper, sent thither the 31. of *May* last, whereof (upon advice of the safe arrival there) he is to be paid at 3. *per Centum*	66	·8	—
44. *Goods insured by me*, &c.			
The 15. Dito.			
86.) gl. 78. 6. stuy. for the Insurance of *Claes Capons* Canary Wines, shipt from hence to *Roan*, the 8. present, by Shipper *Michael Mop*, Master of the *Swan*; my Receit at 6. *per Centum*, of 1305. gl. is	78	·6	—
45. *Goods insured by me*, &c.			
The 23. Dito.			
87.) gl. 330. for the Insurance of 88. Pieces of Cambrix, valued			

	Guil	ſti	pe
ſhipt to *Lisborn* for his account the 15. preſent, by *Randol Ruyve*, Maſter of the *Raven*, producing 3300. gl. for which Inſurance upon advice of the ſafe arrival there, he is to pay me after 10. *per Cent.* Broker *John Johnſon Rarop*, the Inſurance is--	·330	—	—
46. *Writings received, that part of the Goods ſhipt, and ſent upon my adventure, are caſt away at Sea.*			
The 30. Dito.			
88. *Jack Pudding* writeth me from *London*, that ſhipper *John Claſon*, ſailing upon a Sand, was forced *ſome-what* to disburthen his ſhip, caſting (amongſt other Goods) 100. Frails of my Figs over-board, producing at 2. gl. *per* Piece	·200	—	—
47. *Advice, that part of my ſent Goods that were for me Inſured, ore caſt away, which the Inſuror now payeth me.*			
89. More, he advertiſeth me, that 6. Pieces of my Cambrix-cloth Inſured the 7. preſent, are likewiſe caſt away, my receit for them at 40. gl. *per* Piece, produceth	·240	—	—
48. *Intelligence received, that part of the Goods by me Inſured, are loſt at Sea, the which I now preſently pay.*			
The 6. of *July.*			
90. *Claes Capons* Letters from *Roan* ſpecifie, that ½ of the Wines by me Inſured the 15. of *June*, are caſt away at Sea, the value whereof I now pay him, being	·163	·2	8
49. *Inſtructions how to tranſport full accounts unto new leaves, and then to proceed as formerly.*			
91. The difference in Caſh to be tranſported to a new leaf, is-	11533	14	—
92. The difference in Stock, to be tranſported to a new leaf, is	23452	—	—

93. The

	Guil.	sti	pe
at 3300. gl. shipt to *Lisborn* the 15. present for his account, by *Randoll Ruyve*, Master of the *Raven*, for which upon notice of the safe arrival there, he is to pay me after 10. *per Cent.* Broker *John Johnson Rarop*, the Insurance is——	330	—	—

46. *Writings received, that part,* &c.

The 30. Dito.

88.) gl. 200. for loss of 100. Frails of Figs, which Shipper *John Clason* (as by *Jack Puddings* Letter) cast over board amongst other goods, he sailing upon a Sand, was forced *somewhat* to disburthen his Ship: my loss at 40. stuy. *per* Piece, is— 200 — —

47. *Advice, that part of my,* &c.

89.) gl. 240. for 6. Pieces of Cambrix cast out of the said Ship, which were Insured me the 7. present by *Leonard Spreewe*; my receit for them, at 40. gl. *per* Piece, amounteth unto—— 240 — —

48. *Intelligence received that part,* &c.

The 6. of *July*.

90.) gl. 163. 2.8. pen. for $\frac{1}{10}$ of 1305. gl. of *Claes Capons* Canary-Wines, by me Insured the 15. of *June*, which being at Sea cast away, I now re-pay him, the value thereof producing—— 163 2 8

49. *Instructions how to transport,* &c.

91.) gl. 11533. 14. stuy. this being the difference thereof, which I for want of place transport unto a new leaf, and is —— 11533 14 —

92.) gl. 24592, this being the difference thereof, which I for want of place transport unto a new leaf, and is—— 24592 — —

93.) gl. 8000.

	Guil	sti	pe
93. The Debit of Cambrix-cloth, is Pieces 200. and Money-	8000	—	—
94. The Credit of Cambrix-cloth, is Peices 189. and Money—	8105	12	—
95. The Debit of Ship the Rain-bow of *Sardam*, is———	1043	12	8
96. The Credit of the said Ship, is———	289	—	—

50. *Writings received, that the Goods by me insured, are wholly lost: in-so-much that the Owner surrendreth the Ship to me, to make my most profit of her.*

The 10. Dito.

97. *Jaques Jolyt* hath Letters from *Lisborn*, wherein is mentioned, that the 88. Pieces of Cambrix-cloth, by me the 23. of *June* insured, are wholly lost, the Ship being rent, and broken upon a Rock; so that he renouncing the same, surrendreth her to me, the insured sum was——— 3300 — —

51. *Advice, that the Goods by me insured (which were said to be cast away) are saved, and sold there; in-so-much that the proceed thereof is by another paid to the Owner: the overplus of the same he re-payeth me back.*

The 14. Dito.

98. Shipper *Jacob Jacobson* of *Marken*, being at that time in the Fleet next to *Randoll Ruyve*, cast forth his Boat immediatly, and saved *Randoll*, with his people: so that by his great industry he (amongst some other goods) recovered the Cambrix, and sold them there for ready money, at 36 gl. *per* Piece; the said proceed that he sent to *Jaques Jolyt*, being——— 3168 — —

93.) **gl.** 8000. for the preſent coſt of 200. Pieces, being the whole Debit ſide in Wares, and Money, for want of place tranſported unto a new leaf, the money produceth——— 8000 — —

94.) **gl.** 8105. 12. **ſtuy.** for the ſale of 189. Pieces, being the whole Credit-ſide in Wares, and Money, for want of place tranſported unto a new leaf, the money produceth——— 8105 12 —

95.) **gl.** 1043. 12. 8. pen. this being the whole Debit ſide, tranſported for want of place to a new leaf, and thus croſſed, becauſe the gains upon the ſame ſhould not be diminiſhed, until the final end of that Ship: the Debit money is——— 1043 12 8

96.) **gl.** 189. this being the whole Credit ſide, tranſported for want of place to a new leaf, the money produceth——— 189 — —

50. *Writings received, that the*, &c.

The 10. Dito.

97.) **gl.** 3300. for loſs of 88. Pieces of Cambrix-cloth, by me inſured the 23. of *June*, which according to his Letters from *Lisborn*, are wholly loſt, the Ship being broken upon a Rock, ſo that he renouncing the ſame, ſurrendreth her unto me: the aſſurance money is——— 3300 — —

51. *Advice, that the Goods*, &c.

The 14. Dito.

98.) **gl.** 3168. for the proceed of the above-named 88. Pieces of Cambrix, they being recovered by the induſtry of Shipper *Jacob Jacobſon* of *Marken*, who being at that time in the Fleet next to *Randoll Ruyve*, caſt forth his Boat immediately, and ſaved the ſaid *Randoll* with all his people, and with them, amongſt ſome other goods, the ſaid Cambrix, the ſame they ſold there for ready money, and ſent it to dito *Jaques*, which at 36. **gl.** produceth——— 3168 — —

	Guil	sti	pe
99. So that the said *Jaques* repayeth me back 79 ½ Ricks Dollers, for the conclude of this Insurance: the sum is	·198	—	—
52. *To pay a Debt-Demander by Assignment, provided that the Payer payeth before his time; therefore he enjoyeth allowance: the Assignations residue is paid me.*			
100. I have assigned *Susanna Peeters Orphans* upon *Jacob Honger*, for monies now due to them, being	·6c8	—	—
101. Insomuch that the said *Jacob* payeth me ¾ moneths before the time: Interest at 12. *per Cent.* is	···4	12	—
102. And my receit of the said *Jacob*, for Remainer, is	···5	·8	—
53. *Appointed a Debtor to pay a Debt-Demander before his time, he (Demander) giving allowance to me: the Remainer I receive of the Debitor in Ready money.*			
The 20. Dito			
103. I have assigned *Alexander Ham* upon *Daniel Beef*, for part Interest-money, now due from dito *Daniel*, being	1027	·8	·8
104. I paying the said *Alexander* ¾ moneths before the time, enjoying Interest at 12. *per Centum*, *per Annum*, being	···2	11	·8
105. So that the said *Daniel* doth me good in hand	···2	11	·8
54. *To pay a Debt before the time, enjoying allowance.*			
106. Paid unto *Christopher Prume* for Pepper bought of him the 31. of *May* upon 4. moneths time, being	2177	14	—
107. So that the Abatement for 2. moneths, at 10. *per Centum*, is	··36	·6	—

	Guil	sti	pe
99.) gl. 198. for 79 1/5 Ricks Dollars by him re-paid me, the full conclude of this Insurance being	198	—	—
52. *To pay a Debt-Demander*, &c.			
100.) gl. 608. for mine Assignation in full of monies now due to them, being	608	—	—
101.) gl. 4. 12. for Interest at 12. *per Centum*, paid me 1/4 months before the time, which is	4	12	—
102.) gl. 5. 8. stuy. received of him in full of all accounts, being	5	8	—
53. *Appointed a Debtor to pay*, &c.			
The 20. Dito.			
103.) gl. 1027. 8. 8. pen. for my Assignation, in part of Interest-money now expired, being	1027	8	8
104.) gl. 2. 11. 8. pen. for allowance, becauſe I pay him 1/4 moneths before the time, which at 12. *per Cent.* is	2	11	8
105.) gl. 2. 11. 8. pen. in full payment done me good in hand	2	11	8
54. *To pay a Debt before*, &c.			
106.) gl. 2177. 14. stuy. paid unto him in full of Pepper, bought the 31. of *May*, upon 4. moneths time, being	2177	14	—
107.) gl. 36. 6. stuy. for the discount of 2214. gl. at 10. *per Cent.* paid 2. moneths before the time, being	36	6	—

55. *Advice that the Goods formerly sent for my account are sold.*

108. Writings received from *Jack Pudding* at *London*, that he hath sold for my account unto *William de Wilde*, 64. Pieces of Cambrix, at 6. l. 10. ß. each Piece, upon 3.mo. is sterl. l. 416.

More, sold unto *Simon Sweeting* 1000. Frails of Figs, at 7. ß. 6. d. each, Ready-money——— l. 375.—

Are both 791. l. sterl. exch. at 33. ß. 4. d. is——— 7910 — —

56. *Writings received, that the Goods which were assured for me, are there well arrived, therefore I pay the Insuror.*

———The 7. of *August*, 1633.———

109. *Hans van Essen* writeth me from *Hambrough*, that my 10. Bales of Pepper sent to him the 31. of *May*, are there arrived: therefore I pay the Insurance, made the 7. of *June*, being—— ..66 .8 —

110. More, he advertiseth me of the sale of the said Pepper to *Alexander Allerts*, for 3600. Mark, at 16. ß. Lubicks, being reduced at 21. stuyvers, or 91 1/7 ß. for each 6. gl. is——— 378c — —

111. From *Beter Brasseur* at *Dansick* have I received Letters, that he hath sold upon 2. moneths unto *Leonard Lecker-beck*, the 80. Durances sent unto him, at 37. Florines *Polish*, being 2960. Florines, exchange at 140. gros, for each 6. gl. is——— 3805 14 8

57. *Money received from my Factor, for my Goods sold by him.*

———The 12. Dito.———

112. Received for my account from *Jack Pudding* at *London*, by Shipper *Isbrant Dirrickson* a little bag, containing 620. Pieces of 22. ß. sterling *per* Piece, are 682. l. sterl. producing at 11 1/4 gl. *per* Piece, to——— 7285 — —

58. *Exchange by my Factor remitted me, which is here accepted.*

113. *Peter Brasseur* at *Dansick* hath remitted me Florines *Polish*

55. *Advice that the Goods*, &c.

108.) gl. 7910. for sale of the ensuing commodities sold for my account: to wit,
To *William de Wilde*, 64. Pieces of Cambrix-cloth, at 6. l. 10. s. sterl. *per* Piece, upon 3. moneths time, are —— l. 416. —
To *Simon Sweeting* 1000. Frails of Figs, at 7. s 6. d.
Ready-money, are —— l. 375. —
Are both 791. l. sterl. exch. at 33 s. 4. d. is —— 7910 — —

56. *Writings received, that the Goods*, &c.

The 7. of *August*, 1633.

109.) gl. 66. 8. stuy. paid him for the Insurance of 10. Bales of Pepper, shipt to *Hambrough* the 31. of *May* last, which according to letters from *Hans van Essen* are there well arrived: therefore I now pay the Insurance, made the 7. of *June*, being- 66 . 8 —

110.) gl. 3780. for the Neat sale of the said Pepper to *Alexander Allerts*, for 3600. Mark, at 16. s. Lubicks, being reduced at 21. stuyvers, or 91 3/7 s. for each 6. gl. are — 3780 — —

111.) gl. 3805. 14. 8. pen. for the sale of 80. Durances, sold upon 2. moneths time unto *Leonard Lecker-beck*, at 37. Florines *Polish*, being 2960. Florines, exchange at 140. gros, for each 6. gl. is — 3805 14 8

57. *Money received from my Factor*, &c.

The 12. Dito.

112.) gl. 7285. for 620. Pieces of 22 s. sterl. received from him in a little bag, by Shipper *Isbrant Dirrick son*, being 682. l. sterl. are at 11 1/4 gl. *per* Piece — 7285 — —

58. *Exchange by my Factor*, &c.

113.) gl. 3752. 2. stuy. for an exchange of 2960. Florines *Polish*, remitted

liſh 2960. payable here at 10. days after ſight of the Bill, by *Suſanna Peeters Orphans*, the value by him delivered the 29. of *July* to *Hans Holſter*, exchange at 142. gros for each ſix guilders, is- 3752 . 2 —

59. *To draw upon my Factor, which according to the courſe of Cuſtom at* Amſterdam, *is made me good.*

The 19. Dito.

114. Drawn upon my account upon *Hans van Eſſen* at *Hambrough*, 1800. mark Lubicks, my Bill delivered here to *Daniel Beef*, payable at 18. days ſight to the ſaid *Daniel*, or aſſigned, exch. at ½ Mark, for 31. ſtuyvers, are 1860 — —

60. *Money that the one Factor by my order remitteth the other.*

115. *Hans van Eſſen* by my appointment hath remitted to *Jack Pudding* at *London* 1800. Mark Lubicks, by Bills of *Roger Rump*, dated the 5. preſent; payable at 10. days ſight by *Abraham Jeffery*, to the ſaid *Jack*, at 9 $\frac{2}{3}\frac{1}{1}$ Mark Lubicks, for each pound ſterling, are 186. l. ſterl. exchange at 33. ß. 4 d. Flemiſh, for each pound ſterl. is 1860 — —

61. *How to book the Abatements, and Proviſion of my Factor.*

116. Paid unto *William Penſard*, by Aſſignment of *Hans de Vlieger*, for *Peter Braſſeur* at *Danſick*, being for the Abatement of 3805. gl. 14. ſtuy. 8. pen. proceeding from the ſale of 80. Durances, as likewiſe proviſion of the ſame, *viz.*

Diſcount at 8. *per Centum*, for 2. moneths, is gl. 50. 1. }
Proviſion for ſales at 1½ *per Centum*, is —— gl. 57. — } 107 . 1 —

62. *To ſell a Houſe for Ready-money.*

The 27. Dito.

117. Sold unto *Lieven Leonardſon* the Houſe called King *David*, all free, as by Contract; my receit is 6768 15 —

118. So that I acquit him the years dwelling, being 360 — —

63. *To*

	Guil	ſti	pe
remitted me, payable here 10. days after ſight; the value by him delivered 29. of July to *Hans Holſter*, exchange at 142. gros, for each ſix Guilders, is	3752	·2	—
59. *To draw upon my Factor*, &c.			
The 29. Dito.			
114.) gl. 1860. for 1800. Mark Lubicks, by me drawn, to have the value here of dito *Daniel*, and delivered the ſaid Bills to him, payable at 18. days after ſight unto the ſaid *Daniel*, or Aſſigns, exchange at 1½ Mark, for 31. Stuyvers, is	1860	—	—
60. *Money that the one Factor*, &c.			
115.) gl. 1890. for 1800. Mark Lubicks, which dito *Hans* by my appointment hath remitted unto the ſaid *Jack*, in Bills of *Roger Rump*, *in dato* 5. preſent; payable 10. days after ſight by *Abraham Jeffery* to the ſaid *Jack*, at 9$\frac{2}{31}$ Mark for each l. ſterl. is 186. l. ſterl. exchange at 33. ß. 4. d.	1860	—	—
61. *How to Book the Abatements*, &c.			
116.) gl. 107. 1. ſtuy. paid by his Aſſignation unto *William Penſard*, for *Hans de Vlieger*, being Abatement of 3805. gl. 14. ſtuy. 8. pen. proceeding from the ſale of 80. Durances, and alſo Proviſion of the ſame, *viz.* Diſcount at 8. *per Centum*, for 2 months, is gl. 50. 1. ? Proviſion of ſales at 1½ *per Centum*, is — gl. 57. 0. ß — gl.	·107	·1	—
62. *To ſell a Houſe*, &c.			
The 27. Dito.			
117.) gl. 6768. 15. ſtuy. for ſale of the ſame unto *Lieven Leonardſon*, all free, as by the Contract, my receit is	6768	15	—
118.) gl. 460. for one years dwelling by me acquitted, and tranſported unto the ſaid *Lieven*, being	·360	—	—

63. *To ſell a Ships-part, part for Ready money, the reſt upon time.*

119. 120. Sold unto *Leonard Spreuwe* 1/16 of the Ship called the *Rain-bow* of *Sardam*, receiving now 743. gl. 12. 8. pen. the reſt will be due upon one month, my whole ſale produceth——— 1243 12 8

64. *Wares received to ſell for another mans account, being kept* With-out *Factor-book*; *alſo* With-out *an account of* Time, *or* Ready-money.

The 5. of *September*.

121. Received from *London* by Shipper *Jooſt Johnſon* the enſuring Commodities to ſell for the account of *Jack Pudding*, viz.
One Box, containing 100 ℔. of Engliſh Saffron; for Freight, Portridge home, and other parties paid——— 12 15 —

122. More, 60. Kerſies out of the ſame Ship, to wit:

20. Pieces. N°. A.
20. Dito. N°. 1.
20. Dito. N°. 2.

Freight, at 7 ½ ſtuy. *per* Piece———	gl. 22. 10.
Convoy, at 3. ſtuy. *per* Piece———	gl. 9. —.
Lighterage from the *Texel*———	gl. 2. 8.
Pilot, Prime, and Pale-money———	gl. 1. 7.
Boatage, and Portridge to Ware-houſe———	gl. 1. 3.

36 8 —

65. *Commiſſion Goods ſold, part for Ready-money, the remainer at 6. months diſcount.*

The 12. Dito.

123. Sold to *Leonard Spreuwe*, for the account of *Jack Pudding* at *London*, 70. ℔. of Engliſh Saffron; my receipt at 16. gl. *per* ℔. is——— 1120 — —

124. More, to him for the ſame account, at 6. months rebate, at one ſtuy. *per* gl. Broker *Lyon de la Tombe*, viz.

10. Kerſies

Guil | ſti | pe

63. *To ſell a Ships part*, &c.

119.) ℔l. 1243. 12. 8. pen. for my $\frac{1}{16}$ thereof ſold him; paying gl. 743. 12. 8. pen. now; the reſt due upon 1. month: the whole being ——— 1243 12 8

120.) gl. 743. 12. 8. pen. received of him in part of the ſaid Ship, the ſumme of ——— 743 12 8

64. *Wares received to ſell*, &c.

The 5. of *September*.

121.) gl. 12. 15 ſtuy. for charges done at the receipt of one Box of Engliſh Saffron, containing 100. ℔. Engliſh weight, received by Shipper *Jooſt Johnſon*, to ſell for his account, *viz.*
For Freight, Portridge home, and other petties, paid ——— 12 15 —

122.) gl. 36. 8. ſtuy. for ſeveral charges done at the receipt of 60. Pieces, received by the before-named Shipper, *viz.*
20. Pieces. N°. A.
20. Dito. N°. 1.
20. Dito. N°. 2.
Freight, at 7½ ſtuyvers *per* Piece, is ——— gl. 22. 10.
Convoy, at 3. ſtuyvers *per* Piece, is ——— gl. 9. —.
Lighterage from the *Texel* ——— gl. 2. 8.
Pilote, Prime, and Pale-money ——— gl. 1. 7.
Boatage, and Portridge to Ware-houſe —— gl. 1. 3.
36 8 —

65. *Commiſſion Goods ſold*, &c.

The 12. Dito.

123.) gl. 1120. for 70. ℔. of Engliſh Saffron, ſold unto *Leonard Spreuwe*, my receipt at 16. gl. *per* ℔. is ——— 1120 — —

124.) gl. 940. for 30 Pieces ſold unto him upon 6. mon. diſcount, at 1. ſtuy. *per* gl. Broker *Lion de la Tombe*: the particulars are:
10. Kerſies

Guil. | ſti. | pe.

10. Kerſies. N°. 1. at gl. 28. *per* Peice —— gl. 280.
10. Dito —— N°. 2. at gl. 30. —— gl. 300. } —— 940 — —
10. Dito —— N°. A. at gl. 36. —— gl. 360.

The 19. Dito.

125. 126 Sold unto *Jaques Jolyt*, 28½ ℔. of Engliſh Saffron, at 18. gl *per* ℔. for the ſame account; being the remainer of 100. ℔. receiving now gl. 313. the reſt to ſtand out one month: the whole being —— 513 — —

66. *To ſell Commiſſion-Wares upon diſcount; taking a Bill of Exchange in payment: the ſame I ſend to my Maſter.*

The 24. Dito.

127. Sold to *Jaques Jolyt* for the ſame account at 6. months diſcount; Broker *Thomas Farret*.
10. Kerſies. N°. at 1. gl. 28. —— gl. 280.
10. Dito — N°. at 2. gl. 30. —— gl. 300. } —— 940 — —
10. Dito — N°. A. at gl. 36. —— gl. 360.

128. In payment whereof I have received his Bill of Exchange, and ſent it to the ſaid *Jack Pudding*, payable in *London* by *Simon Slodder* at ſight; exchange at 35. ß. is l. 85. — 11½ d. ſterling, and in Guilders —— 893 — —

129. The diſcount of gl. 940. at one ſtuy. *per* guilder, is —— ·47 — —

67. *Expired Debts received, part per Caſh, part in Banck.*

The 30. Dito.

130. The Orphans of *Suſanna Peters* have made good in Banck part of an exchange, as in date the 12. of *Auguſt*, being —— 3052 · 2 —

131. The like hath *Daniel Beeſe* done, to clear a Bill, as in date the 19. of *Auguſt*, being —— 1860 — —

132. Received of *Leonard Spreuwe* in full of Kerſies, and the Ship, the ſumme of —— 1393 — —

133. So

10. Kersies. N° 1. at gl. 28. *per* Piece, is—gl. 280.
10. Dito—N°. 2. at gl. 30.—gl. 300. } ·940
10. Dito—N°. A. at gl. 36.—gl. 360.

The 19. Dito.

125.) gl. 513. for 28. ½ lb. sold him, at 18. gl. *per* lb. it being the remainer of 100. lb. for which I now receive 313. gl. the rest upon 1. moneths time, the whole is ·513

126.) gl. 313. received of him ~~in~~ part of the above-named Saffron, is ·313

66. *To sell Commission-Wares*, &c.

The 24 Dito.

127.) gl. 940. for 30. Pieces sold unto him at 6. moneths discount; Broker *Thomas Farrett*, viz.
10. Kersies. N°. 1. at gl. 28. *per* Piece, is—gl. 280.
10. Dito—N°. 2. at gl. 30.—gl. 300. } ·940
10. Dito—N°. A. at gl. 36.—gl. 360.

128.) gl. 893. for a Bill of exchange, taken in full payment of the said Kersies, and sent unto him; payable in *London* by *Simon Slodder* at sight; exchange at 35. ß. is l. 85.0.11 ½ D. sterling, and in guilders ·893

129.) gl. 47. for the discount of gl. 940. at 1. stuyver *per* guilder, is ··47

67. *Expired Debts received*, &c.

The 30. Dito.

130.) gl 3052. 2. stuy. made good upon my account, in part of an exchange, as in date the 12. of *August*, being 3052 ·2

131.) gl. 1860. made good upon my account, to clear an exchange, as in date the 19. of *August*, being 1860

132.) gl. 1393. received of him in full of Kersies, and the Ship, being 1393

133.) gl. 47.

	Guil	ſti	pe
133. So the diſcount of Goods ſold the 12. preſent, being gl. 940. at one ſtuyver *per* guilder, produceth	47	—	—
134. Received of *Jaques Jolyt* in full of Saffron ſold him the 19. preſent, the ſum of	198	10	—
135. The diſcount of gl. 200. paid me before the time, as by agreement, is	1	10	—

68. *To book* After-charges; *as Brokage, Ware-houſe-room, and Proviſion, upon Com-miſſion-Wares.*

The 4. of *October*, 1633.

136. Brokage of 60. Kerſies, for the account of *Jack Puding* at *London*, producing gl. 1880. at ½ ſtuyver, for each 6. guilders: my payment is	7	17	—
137. Ware-houſe-room, at one ſtuy. *per* Piece, is — gl. 3. — } Proviſion of gl. 1880. at 2 *per Centum*, is — gl. 37. 12. }	40	12	—
138. Proviſion of his Saffron, at 3. *per Centum* of gl. 1633. is-	49	—	—

69. *How to book Under-meaſure, Weight, Laſts, Ells, or the like; and to carry them in form of* Debitor *and* Creditor *compleatly.*

The 12. Dito.

139. I find that *Jack Puddings* Saffron produceth 1 ½ lb. leſs than the Engliſh weight; which at 16. gl. *per* lb. is	24	—	—
140. And by ſale of 16. Laſts of my Rye, is found 3. Mudden, one ſcheple under-meaſure; being at 60. ggl. *per* Laſt	10	2	8

70. *To tranſport the Neat proceed of ſold Wares unto my Maſters proper account.*

The 16. Dito.

141. The difference upon 60. Kerſies for the account of *Jack Pudding,*

133.) gl. 47. for 6. moneths discount of 940. gl. rebated at 1. stuy. *per* guilder, is — 47 — —

134.) gl. 198. 10. stuy. received of him in full of Saffron sold the 19. present, being — 198 10 —

135.) gl. 1. 10. stuy. for the discount of gl. 200. paid me before the time, the abatement, as by agreement, is — 1 10 —

68. *To book* After-charges, &c.

The 4. of *October*, 1633.

136.) gl. 7. 17. stuy. for Brokage of 60. Pieces, producing guilders 1880. at one half stuyver, for each 6. guilders: my payment is — 7 17 —

137.) gl. 40. 12. stuy. for the ensuing: viz.
Ware-house-room, at one stuy. *per* Piece, is — gl. 3. —
Provision of gl. 1880. at 2. *per Centum*, is — gl. 37. 12. — 40 12 —

138.) gl. 49. for my Provision of 1633. gl. at 3. *per Centum* for sales, is — 49 — —

69. *How to book Under-measure*, &c.

The 12. Dito.

139.) gl. 24. for 1 ½ lb. under-weight, which the sale produceth less here, than the English weight weighed; the same being rated at 16. gl. *per* lb. is — 24 — —

140.) gl. 10. 2. 8. pen. for 3. Mudden, oneschepe, under-measure upon 16. Last, producing at 60. ggl. the Last, unto — 10 . 2 . 8

70. *To transport the Neat proceed*, &c.

The 16. Dito.

141.) gl. 170. 13. stuy. for the neat proceed of 60. Kersies sold, all

	Guil	sti	p
Pudding, which I transport to his proper account, charges and provision deducted, is	1701	·3	—
142. And upon 100. ℔. of Saffron for him, charges, and provision deducted, the remainer is	1593	15	—

71. *To prolong a Debt upon Interest.*

143. *Susanna Peeters Orphans* detain 700. gl. at Interest; entring this day, at 8. *per Centum* for 2. moneths	13	14	·8

Thus far have I entred Instructions upon *four* parts of the *Matter*, whereof the Journal is made, as in the *Ninth* place is mentioned; remaineth lastly, to treat of the

LEAGERS CONCLUSION:

OR,

BALLANCING THEREOF,

as in the 215. place is mentioned; the *Causes*, and *Order* is expressed in the ensuing: including the 242. place.

72. *Of Debt-Demanders.*

The 23. Dito.

144. *Jack Pudding* at *London*, for Wares sold by me, and the monies all received; being still in my hands	2377	18	—

73. *Of Debitors.*

145. *Susanna Peeters Orphans*, due the 16. of *December*, as by their Bill appeareth; being	713	14	·8
146. *Jack Pudding* at *London*, 264. l. 16. s. 8. d. sterl. for my sold Wares now due; exchange at 33. s. 4. d. is	2648	·6	·8

	Guil	ti	pe
charges and provision deducted, the remainer made good in credit of his account, is	1701	.3	—
142.) gl. 1593. 15. stuy. for the Neat proceed of 100. lb. sold, all charges and provision deducted, the proceed made good upon his credit, is	1593	15	—

7. To prolong a Debt upon Interest.

143.) gl. 13. 14. 8. pen. for the forbearance of 700. gl. detained upon Interest, entering this day, which at 12. *per Centum per Annum*, for 2. moneths, is	..13	14	.8

Order of the Books CONCLUSION:

OR,

The Order of BALLANCING the same, according to the 215. Place.

72. Of Debt-Demanders.

The 23. Dito.

144.) gl. 2377. 18. stuy. resting due to him this day in Ready money for Wares sold by me, and the money all received: the remainer not made good to him, is	2377	18	—

73. Of Debitors.

145. gl. 713. 14. 8. pen. for a remainer of account, as by their Bill in my hands, which will be due the 16. of *December* next, being	.713	14	.8
146.) gl. 2648. 6. 8. pen. for l. 264. 16. 8. D. sterling, now due o me in Ready money, for Wares there sold by him, exchange t 33. s. 4. D.	2648	.6	.8

	Guil	sti	pe
74. Of Unsold Wares.			
147. Rye, for 18. Last, 7. Mudde, lying in *John Good-bloods* Garners; cost 60. gold-guilders *per* Last, first penny: produceth	1533	15	.8
148. Wine, for 15. Butts of Sherry Sackes, lying in my great Cellar; esteemed at 84. gl. *per* Butt	1260	—	—
149. Wares in the hands of *Jack Pudding* at *London*, being formerly sent to sell for my account: to wit, 700. Frails of Figs, rated at 2. gl. *per* Piece, is—gl. 1400. 30. Pieces of Cambrix, at 40. gl. *per* Piece, is—gl. 1200.	2600	—	—
150. Cambrix-cloth, for 11. Pieces, at 40. gl. *per* Piece	440	—	—
75. Lost by several accounts.			
151. By Couchaneille, for 2. lb. under-weight, at 18. guilders *per* pound	36	—	—
152. By Brasil-wood, because of a low Market	70	11	—
153. By exchange, under the Administration of *Hans van Essen* at *Hambrough*, for my account	60	—	—
154. By exchange, for my account from *Peter Brasseur* at *Dansick*	53	12	.8
76. Gained by sundry accounts.			
155. By exchange, for my account from *Jack Pudding* at *London*	465	—	—
156. By Rents, and sale of the House King *David*	1325	—	—
157. By sale of 16. Last of Rye	444	12	.8
158. By sale of 58. Hogsheads of French Aqua-vitæ	1392	—	—

159. By

Guilders | Stivers | Pe

74. *Of Unsold Wares.*

147.) gl. 1533. 15. 8. pen. for 18. Last, 7. Mudden, unsold, lying in *John Good-bloods* Garners, cost 60. gold-guilders, *per* Last, first penny, which produceth — 1533 | 15 | 8

148.) gl. 1260. for 15. Butts unsold in my great Cellar, esteemed at 84. gl. *per* Butt, is — 1260 | — | —

149.) gl. 2600. for the ensuing commodities formerly sent him, and rest as yet unsold under his hands: *viz.*
700. Frails of Figs, rated at 2. gl. *per* Piece, is — gl. 1400.
30. Pieces of Cambrix, at 40 gl. *per* Piece, is — gl. 1200.
2600 | — | —

150.) gl. 440. for 11. Pieces resting unsold, at 40 gl. *per* Piece, is — 440 | — | —

75. *Lost by several accounts.*

151.) gl. 36. for 2. lb. under-weight, rated at 18. gl. is — 36 | — | —

152.) gl. 70. 11. stuy. lost by reason of a low Market — 70 | 11 | —

153.) gl. 60. lost by the exchange of 3600. Mark Lubicks — 60 | — | —

154.) gl. 53. 12. 8. pen. lost by the exchange of 2960. Florines *Polish*, is — 53 | 12 | 8

76. *Gained by sundry accounts.*

155.) gl. 465. gained by the exchange, and other matters — 465 | — | —

156.) gl. 1325. gained by sales, and rents — 1325 | — | —

157.) gl. 444. 12, 8. pen. gained by the sale of 16. Last, being — 444 | 12 | 8

158.) gl. 1392. gained by the sale of 58. Hogsh. of French aqua-vitæ — 1392 | — | —

259. gl. 58.

Anno 1633. *the* 23. *of* Octob. *in* Amsterdam.	Guil	sti	pe
159. By trading upon Intereſt	58	2	8
160. By ſale of 560. ℔. of Couchaneille	3906	—	—
161. By ſale of Goods at *London*, formerly ſent for my account to *Jack Pudding*	140	—	—
162. By ſale of Goods ſent for my account to *Hans van Eſſen* at *Hambrough*	1463	3	—
163. By ſale of Goods, made by *Peter Braſſeur* at *Danſick*	1838	13	8
164. By trading upon Inſurance	113	3	8
165. By ſales of 189. Pieces of Cambrix-cloth	545	12	—
166. By ſale of Ship the Rain-bow of *Sardam*	389	—	—
77. Of the Ready money in Caſh, and Banck.			
167. In Ready money, as by the ſeveral Coyns, I find	27153	8	—
168. And in the *Banck* of this City, as by the agreement between their Book, fol. 3789. and mine	5555	2	—
78. Finally: cloſing the account of Profit and Loſs; as likewiſe of Stock; I find the			
169. Difference in Profit and Loſs, for this years gains to be	16074	8	8
170. And in Stock (being my clear Eſtate) all Debts owing by me deducted, the difference is found to be	39526	8	8

End of the firſt Waſt-book, prepared for excerciſe of the Studious, and Induſtrious Learner.

Brief

	Guil		
159.) gl. 58. 2. 8. pen. gained by trading therein	58	2	8
160.) gl. 3906. gained by the sale of 560. lb.	3906	—	—
161.) gl. 3140. gained by the sale of several commodities formerly shipt to him	3140	—	—
162.) gl. 1463. 3. stuy. gained by the sale of 10. Bales of Pepper	1463	3	—
163.) gl. 1838. 13. 8. pen. gained by the sale of 80. Durances	1838	13	8
164.) gl. 113. 3. 8. pen. gained by trading therein	113	3	8
165.) gl. 545. 12. stuy. gained by the sale of 189. Pieces	545	12	8
166.) gl. 389. gained by the sale, and other passages	389	—	—

77. Of the Ready-money in Cash, and Banck.

167.) gl. 27153. 8. stuy. for several Coyns this day in the house, as by the particulars appeareth, being	27153	8	—
168.) gl. 5555. 2. stuy. for so much this day therein, as by the agreement between the City-book, fol. 3789. and mine, being	5555	2	—

78. Finally, closing the account, &c.

169.) gl. 16074. 8. 8. pen. for so much gained this year, all losses, and charges deducted, the sum of	16074	8	8
170.) gl. 39526. 8. 8. pen. this being my Books estate at present (all Debts owing by me deducted; the clear remainer, is	39526	8	8

End of the first Wast-book, prepared for exercise of the Studious, and Industrious Learner.

HERE

HERE FOLLOWETH THE ALPHABET.

ANNO, 1633.

IN

AMSTERDAM.

A.

Alexander Ham his account of Rents —— fol. 2:
Dito his account for Traffick-- fol. 2:

B.

Bank —— fol. 1:
Braſil —— fol. 4:
Ballance —— fol. 7:

C:

Caſh —— fol. 1:6:
Cambrix-cloth —— fol. 1:6:
Couchaneille —— fol. 4:
Chriſtopher Prume —— fol. 5:

D.

Daniel Beef —— fol. 3:

E.

Eſtate-reckoning —— fol. 7:

F.

French-Aqua-vitæ —— fol. 3:

G.

Gerrard Frind —— fol. 3:

H.

Houſe King-*David* —— fol. 2:
Hans van Eſſen at *Hambrough*, my account Currant —— fol. 6:

I.

Jacob Honger his account of Rents, and Legacies —— fol. 2:
Dito his account for Traffick-- fol. 2:
Jack Pudding at *London*, my account Currant —— fol. 3:
Intereſt-reckoning -- —— fol. 4:
Inſurance-reckoning -- —— fol. 5:
Jaques Jolyt —— fol. 6:
Jack Pudding at *London*, his account of Saffron —— fol. 7:
Dito his account of Kerſies —— fol. 7:
Dito his account Currant —— fol. 7:

K.

L.

Leonard Spreeuwe —— fol. 5:

M.

N.

O.

P.

Profit, and Loſs —— fol. 4:

Promiſe-reckoning ——————fol. . . 4 :
Peter Braſſeur at Danſick, my account Currant——————fol. . . 7 :

Q.

R.

Rye ——————fol. . . 3 :

S.

Stock ——————fol. . . 1 : 6 :
Suſanna Peter's Orphans their account of Rents and Legacies--fol. . . 2 :
Dito their account for traffick--fol. . . 2 :
Ship the Rain-bow of Sardam--fol. . . 2 : 6 :

Sherry-Sacks——————fol. . . 3 :

T.

V.

Voyage to *London*, conſigned for my account to *Jac. Pudding*--fol. . . 5 :
Voyage to *Hambrough*, conſigned for my account to *John*, alias *Hans van Eſſen*——————fol. . . 5 :
Voyage to *Dantſick*, conſigned for my account to *Pet. Braſſeur*--fol. . . 5 :

W.

William Ducket——————fol. . . 3 :
William Laurentſon Shipper——fol. . . 5 :

Brief

Brief Contents of each Leager account arising from this first Waste-Book.

1633. *Cash.* Fol. 1.

	Debitor.	Guil				*Creditor.*			
1	January	1298	—	—	5	January	1260	—	—
5	Dito	.720	—	—	12	Dito	3784	—	—
21	Dito	4960	—	—	27	Dito	.326	17	—
27	Dito	.60	1	8	7	February	987	15	8
5	February	6000	—	—	15	Dito	5481	10	—
21	Dito	5082	—	—	3	March	2	2	—
3	March	.60	—	—	13	Dito	1000	—	—
3	Dito	310	—	—	25	Dito	80	—	—
13	Dito	600	—	—	5	April	10	—	—
29	Dito	189	—	—	19	Dito	600	—	—
2	April	8973	9	—	23	Dito	800	—	—
—	Dito	35	15	8	18	May	3600	—	—
5	Dito	.8	—	—	31	Dito	130	15	—
23	Dito	1080	—	—	—	Dito	.72	—	—
—	Dito	.1	4	—	7	June	.80	2	8
27	Dito	216	—	—	6	July	163	14	—
15	June	.78	6	—	—	Dito	11533	—	—
30	Dito	240	—	—					
	Sum gl.	29911	16	—		Sum gl.	29911	16	—

1633. *Bank.*

1	January	6789	—	—	5	February	6000	—	—
7	February	987	15	8	2	April	1533	15	8
7	April	1100	—	—	5	Dito	600	—	—
30	September	3052	2	—	23	October	5555	2	—
—	Dito	1860	—	—					
	Sum gl.	13688	17	8		Sum gl.	13683	17	8

1633. *Cambrix-Cloath.*

1	January	200	8000	—	5	January	16	720	—
6	July	189	8105	12	12	Dito	12	525	12
					15	February	60	2820	—
	Sum Peec.	389	16105	12	3	March	1	.40	—
					18	May	100	4000	—
					6	July	200	8000	—
						Sum Peeces	389	16150	12

1633. *Stock.*

1	January	465	10	8	1	January	1298	—	—
6	July	234	5	2		Dito	6789	—	—
						Dito	8000	—	—
	Sum gl.	23917	10	8		Dito	4953	15	—
						Dito	.963	12	8
						Dito	.896	—	—
						Dito	1017	3	—
						Sum gl.	23917	10	8

1633. Dr. *House King David.* Cr. Fol. 2.

1	January	4953	15	—	5	January	360	—	—
5	Dito	. 850	—	—	3	March	360	—	—
3	March	. . 50	—	—	23	April	. 50	—	—
27	August	. 360	—	—	27	August	6768	15	—
23	October	1325	—	—					
	Sum gl.	7538	15	—		Sum gl.	7538	15	—

1633. *Alexander Ham his Account of Rents.*

5	January	360	—	—	3	March	50	—	—
3	March	360	—	—		Dito	310	—	—
						August	360	—	—
	Sum gl.	720	—	—	27				

1933. *Jacob Honger his Account of Rents and Legacies.*

3	March	50	—	—	5	January	850	—	—
23	April	800	—	—	3	March	50	—	—
—	Dito	50	—	—					
						Sum gl.	900	—	—

1633. *Susanna Peters Orphans, their Account of Rents and Legacies.*

5	January	1140	—	—	3	March	60	—	—
3	March	60	—	—	23	April	1080	—	—
—						Dito	60	—	—
	Sum gl.	1200	—	—					

1633. *Jacob Honger his Account for Traffick.*

2	April	9930	16	—	13	March	9930	16	—
—	Dito	9930	16	—	21	Dito	600	—	—
5	Dito	600	—	—	2	April	957	. 7	—
—	Dito	600	—	—		Dito	8973	9	—
—	Dito	18	—	—	14	July	608	—	—
						Dito	. 4	12	—
	Sum gl.	21079	1	2		Dito	. 5	8	—
						Sum gl.	21079	12	—

1633. *Alexander Ham his Account for Traffick.*

21	March	1000	—	—	5	April	1000	—	—
20	July	1027 . 8		8		Dito	1000	—	—
—	Dito	. 2 11		8		Dito	30	—	—
	Sum gl.	2030	—	—		Sum gl.	2030	—	—

1633. *Susanna Peters Orphans, their Account for Traffick.*

14	July	608	—	—	13	March	600	—	—
12	August	3752	2	—		Dito	. 8	—	—
16	October	13	14	8	30	September	3052	2	—
					23	October	713	14	8
	Sum gl.	4373	16	8		Sum gl.	4373	16	8

1633. *Ship the Rain-bow of Sardam.*

1	January	963	12	8	29	March	189	—	—
25	March	. 80	—	—	6	July	1043	12	. 8
	July	189	—	—					
	Sum gl.	1232	12	8		Sum gl.	1232	12	. 8

		L.	sh.	d.	Guil.	sti.	p.			L.	sh.	d.	Guil.	sti.	p.
1	January	89	12	—	895	—	—	31	May	186	—	—	1860	—	—
19	April	3	14	8	37	6	8	12	August	682	—	—	7285	—	—
6	May	62	10	—	625	—	—	23	October	264	16	8	2648	6	8
31	July	791	—	—	7910	—	—								
19	August	186	—	—	1860	—	—		Sterl. L.	1132	16	8	11793	6	8
23	October				465										
	Sterl. L.	1132	16	8	11793	6	8								

1633. *Daniel Beef.*

1	January				1017	3	—	12	January				1344	—	—
27	Dito				326	17	—	20	July				1027	8	8
13	March				1000	—	—		Dito				211	8	
—	Dito				30	—	—	30	September				1860	—	—
19	August				1860	—	—								
	Sum gl.				4234	—	—		Sum gl.				4234	—	—

1633. *Gerrard Frind of Ilpendam.*

12	January				525	12	—	1	Jauuary				465	10	8
15	Dito				3784	—	—	15	Dito				5568	—	—
15	February				1778	18	—	27	Dito				60	1	8
—	Dito				2820	—	—	15	February				10080	—	—
—	Dito				5481	10									
27	April				1784	—	—		Sum gl.				16173	12	
	Sum gl.				16173	12	—								

1633. *Sherry-Sacks.*

5	January	Butts		15	1260	—	—	23	October	Butts		15	1260	—	—

1633. *Rye.*

		L.	M.	S.						L.	M.	S.			
12	January	16	—	—	1344	—	—	15	February	15	23		1778	10	—
2	April	18	7	—	1533	15	8	12	October	—	3	13	10	2	8
23	October	—	—	—	444	12	8	23	Dito	18	7	—	1533	15	8
	Sum	34	7	—	3322	8	—		Sum	34		—	3322	8	—

1633. *French Aqua-vitæ.*

15	January	Hogsh.		58	5568	—	—	21	January	Hogsh.		58	6960	—	—
23	October				1392	—	—								
	Sum			58	6960	—	—								

1633. *William Ducket.*

21	January				6560	—	—	21	January				4960	—	—
21	February				13950	—	—	21	February				9754	16	—
—	Dito				886	16	—	—	Dito				5082	—	—
13	March				3067	11	—	2	April				1533	15	8
2	April				1533	15	8	—	Dito				3067	11	
								27	Dito				2000	—	—
	Sum gl.				26398	2	8		Sum gl.				26398	2	8

Fol. 4. B. lb. *Couchaneille.* 1633. B. lb.

15	February	4	560	10080	—	—	21	February	4	558	13950
23	October	—	—	3906	—	—	23	October	—	2	36
	Sum	4	560	13986	—	—		Sum	4	560	13986

1633. lb. *Brasil-wood.* lb

21	February	22170	9754	16	—	21	February	—	886	16	—
3	March	400	176	—	—	2	April	22570	9930	16	—
2	April	—	957	7	—	23	October	—	70	11	—
	Sum	22570	10888	3	—		Sum	22570	10888	3	—

Interest-reckoning.

1633.

3	March	—	2	2	—	13	March	—	30	—	—
13	Dito	—	8	—	—	5	April	—	18	—	—
5	April	—	30	—	—	19	Dito	—	37	6	8
14	July	—	.4	12	—	23	Dito	—	.1	4	—
23	October	—	58	2	8	20	July	—	.2	11	8
						16	October	—	13	14	8
	Sum gl.	—	102	16	8		Sum gl.	—	102	16	8

Profit and Loss.

1633.

3	March	—	40	—	—	5	January	—	1140	—	—
5	April	—	10	—	—	3	March	—	.60	—	—
23	Dito	—	60	—	—	—	Dito	—	176	—	—
30	June	—	200	—	—	2	April	—	.35	15	8
12	October	—	10	2	8	5	Dito	—	.8	—	—
23	Dito	—	36	—	—	19	October	—	25	—	—
—	Dito	—	70	11	—	4	Dito	—	40	12	—
—	Dito	—	60	—	—	—	Dito	—	49	—	—
—	Dito	—	53	12	8	23	Dito	—	465	—	—
—	Dito	16074	8	8		—	Dito	—	1325	—	—
						—	Dito	—	.444	12	8
	Sum gl.	—	16614	14	8	—	Dito	—	1392	—	—
						—	Dito	—	.58	2	8
						—	Dito	—	3906	—	—
						—	Dito	—	3140	—	—
						—	Dito	—	1463	3	—
						—	Dito	—	1838	13	8
						—	Dito	—	.113	3	8
						—	Dito	—	.545	12	—
						—	Dito	—	.389	—	—
							Sum gl.	—	16614	14	8

Promise-Reckoning.

1633.

13	March	—	9930	16	—	13	March	—	3067	11	—
21	Dito	—	.600	—	—	21	Dito	—	1000	—	—
2	April	—	3067	11	—	2	April	—	9930	16	—
5	Dito	—	1000	—	—	5	Dito	—	600	—	—
	Sum gl.	—	14598	. 7	—		Sum gl.	—	14598	. 7	—

19	April		600	—	—	6	May		625	—	—
—	Dito		25	—	—						
		Sum	625	—	—						

1633. *Voyage to London conſigned for my account to Jack Pudding.*

18	May		4000	—	—	30	June		200	—	—
—	Dito		3600	—	—	—	Dito		240	—	—
31	Dito		130	—	—	31	July		7910	—	—
7	June		80	—	—	23	October		2600	—	—
23	October		3140	—	—						
		Sum	10950	—	—			Sum	10950	—	—

1633. *Voyage to Hambrough, conſigned for my account to Hans van Eſſen.*

31	May		2214	—	—	20	July		36	6	—
—	Dito		72	15	—	7	Auguſt		3780	—	—
7	June		66	8	—						
23	October		1463	3	—			Sum	3816	6	—
		Sum	3816	6	—						

1633. *Voyage to Danſick, conſigned for my account to Peter Braſſeur.*

31	May		1860	—	—	7	Auguſt		3805	14	8
19	Auguſt		107	1	—						
23	October		1838	13	8						
		Sum	3805	14	8						

1633. *Chriſtopher Prume.*

20	July		2177	14	—	31	May		2214	—	—
—	Dito		36	6	—						
		Sum	2214	—	—						

1633. *Leonard Spreeuwe.*

7	Auguſt		66	8	—	7	June		66	8	—
27	Dito		1243	12	8	27	Auguſt		743	12	8
12	September		940	—	—	30	September		1393	—	—
							Dito		47	—	—
		Sum	2250	—	8			Sum	2250	—	8

1633. *Inſurance-Rekoning.*

6	July		163	2	8	15	June		78	6	—
10	Dito		3300	—	—	27	Dito		330	—	—
23	October		113	3	8	14	July		3168	—	—
		Sum	3576	6	—			Sum	3576	6	—

		Ps.						Ps.			
6	July	200	8000	—	—	6	July	189	8105	12	—
23	October		. 545	12	—	23	October	. 11	. 440	—	—
	Sum Pieces	200	8545	12	—		Sum Pieces	200	8545	12	—

1633. *Cash.*

6	July	11533	14	—		20	July	2177	14	—	
14	Dito	. 198	—	—		. 7	Auguſt	.. 66	. 8	—	
14	Dito	... 5	. 8	—		19	Dito	107 . 1		—	
20	Dito	... 2	11	. 8		. 5	September	.. 12	15	—	
12	Auguſt	7285	—	—			Dito	. 36 . 8		—	
27	Dito	6768	15	—		4	October	.. 7	17	—	
—	Dito	. 743	12	8		23	Dito	37153 . 8		—	
12	September	1120	—	—							
19	Dito	. 313	—	—			Sum	29561	11	—	
30	Dito	1393	—	—							
—	Dito	. 198	10	—							
	Sum	29561	11	—							

1633. *Jaques Jolyt.*

27	June	. 330	—	—		10	July	3300	—	—	
14	July	3168	—	—		14	Dito	. 198	—	—	
18	September	. 513	—	—		19	September	. 313	—	—	
24	Dito	. 940	—	—		24	Dito	. 893	—	—	
			—	—		—	Dito	.. 47	—	—	
	Sum	4951	—	—		30	Dito	. 198	10	—	
						—	Dito	... 1	10	—	
							Sum	4951	—	—	

1633. *Stock.*

23	October	39526	. 8	8		. 6	July	23452	—	—	
						23	October	16074	. 8	8	
							Sum	39526	8	8	

1633. *Ship the Rain-bow of Sardam.*

. 6	July	1043	12	8		. 6	July	. 189	—	—	
23	October	. 389	—	—		27	Auguſt	1243	12	8	
	Sum	1432	12	8			Sum	1432	12	8	

1633. *Hans van Eſſen at Hambrough my account Currant.*

		Mar.	ſh.					Mar.	ſh.			
. 7	Auguſt	3600	—	—	3780	—	—	19	Auguſt	1800	—	—	1860	—	—
								—	Dito	1800	—	—	1860	—	—
								23	October	.	—	—	60	—	—
									Sum	3600	—	—	3780	—	—

		Fl. P.							Fl. P.				
·7	August	2960	—	—	3805	14	8	12 August	2960	—	—	3752	·2	—
								23 Dito	—	—	—	53	12	8
								Sum	2960	—	—	3805	14	8

1633. Jack Pudding *at* London, *his account of* Saffron.

		℔	○ʒ					℔	○ʒ			
5	September	100	—	··12	15	—	12 September	70	—	1120	—	—
30	Dito	—	—	···1	10	—	19 Dito	28	·8	·513	—	—
·4	October	—	—	··49	—	—	12 October	·1	·8	·24	—	—
16	Dito	—	—	1593	15	—						
	Sum ℔.	100	—	1657	—	—	Sum ℔.	100	—	1657	—	—

1633. Jack Pudding *at* London, *his account of Kersies.*

		Ps.				12 September	Ps.			
·5	September	60	36	·8	—		30	940	—	—
24	Dito	—	47	—	—	24 Dito	30	940	—	—
30	Dito	—	47	—	—	Sum Pieces	—	—	—	—
·4	October	—	·7	17	—		60	880	—	—
—	Dito	—	40	12	—					
16	Dito	—	1701	·3	—					
	Sum Pieces	60	1880	—	—					

1633. Jack Pudding *at* London, *his aceount Currant.*

24	September	893	—	—	16	October	1593	15	—
12	October	·24	—	—	—	Dito	1701	·3	—
23	Dito	2377	18	—					
						Sum	3294	18	—
	Sum	3294	18	—					

1633. *Ballance.*

23	October	713	14	8	23	October	2377	18	—
—	Dito	2648	·6	8	—	Dito	39526	·8	8
—	Dito	1533	15	8					
—	Dito	1260	—	—		Sum	41904	6	8
—	Dito	2600	—	—					
—	Dito	·440	—	—					
—	Dito	27153	·8	—					
—	Dito	·5555	·2	—					
	Sum	41904	6	8					

Another Ballance of this firſt Waſt-book followeth on the next ſide.

Science-Lovers,

WHen you intend generally to make a Survay, or Ballance of your Books, then ſheweth the firſt place of theſe three Mony-places, *how you may fitly keep your Great additions throughout your whole Leager, by* Ruling *and* Drawing *them upon a Paper, as the enſuing Inſtances preſent unto your Eye-view: from the which you may eaſily, and inſtantly proceed unto your* Second *and* Third *Ballance.*

SURVEY OF THE General-Ballance, or Estate-reckoning.

	Debitor.	Thus ought your accounts to stand at the first view of the Books, when every thing is transported out of the Waste-book into the Leager. Guild.	sti	pe	Thus ought your Second, Or, Tryall Ballance to stand, with the Losses. Guild.	sti	pe	Thus ought your True-Ballance to stand, which you transport into your New books. Guild.	sti	pe
23	Dito. To Bank, as in fol. 1. appeareth--	13688	17	·8	5555	2	—	5555	2	—
—	Dito. To House King *David*, fol. 2.—	·6213	15	—						
—	Dito. To *Susanna Peeters Orphans*—	·5573	16	·8	·713	14	·8	·713	14	·8
—	Dito. To *Jack Pudding* my account Currant—	11328	·6	·8	2648	·6	·8	2648	·6	·8
—	Dito. To Wines, for 15. Butts unsold	·1260	—	—	1260	—	—	1260	—	—
—	Dito. To French Aqua-vitæ, for 58. Hogsheads—	·5568	—	—						
—	Dito. To Rye, for 18. Last, 7. Mudd, fol. 3.—	·2877	15	·8	1533	15	8	1533	15	8
—	Dito. To Couchaneille, as in fol. 4.—	10080	—	—	36	—	—			
—	Dito. To Brasill, as in fol.—	10888	·3	—	70	11	—			
—	Dito. To Interest reckoning, fol.—	·44	14	—						
—	Dito. To Profit and Loss, fol.—	320	2	·8						
—	Dito. To Voyage to *London*, consigned to *Jack Pudding*, fol.—	7810	—	—	2600	—	—	2600	—	—
—	Dito. To Voyage to *Hambrough*, fol.—	2353	3	—						
—	Dito. To Voyage to *Dansick*, fol.—	1967	·1	—						
—	Dito. To Insurance reckoning, fol.—	3463	2	8						
—	Dito. To Cash, as appeareth in fol.—	29561	11	—	27153	8	—	27153	8	—
—	Dito. To Cambrix, 11. Pieces unsold	8000	—	—	440	—	—	440	—	—
—	Dito. To Ship the Rain-bow, fol.—	1043	12	8						
—	Dito. To *Hans van Essen* at *Hamborough*, my account Currant, fol.—	3780	—	—	60	—	—			
—	Dito. To *Peter Brasseur* at *Dansick*, my account Currant, fol.—	3805	14	8	53	12	8			
—	Dito. To *Jack Pudding* at *London*, his account Currant, fol.—	917	—	—						
	Sum gl.—	130544	15	—	42124	10	—	41904	·6	·8

SURVEY OF THE General-Ballance, or Estate-reckoning.

	Creditor.	Thus ought your accounts to stand at the first view of your Books, when each parcel is transported out of the Waste-book into the Journal & Leeger.			Thus ought your *Second*, or *Tryall-Ballance* to stand, with the Gaines.			Thus ought your *True ballance* to stand, which you transport to *New-books*.		
		Guild.	sti	pe	Guild.	sti	pe	Guild.	sti	pe
23	Dito. By Banck, as in fol. 1 appeareth	8133	15	8						
—	Dito By House King *David*, fol. 2.	7538	15	—	1325	—	—			
—	Dito. By *Susanna Peeters Orphans*	4860	·2	—						
—	Dito. By *Jack Pudding* my account Currant	9145	—	—	·465	—	—			
—	Dito. By French Aquavitæ 58. Hogs heads sold	6960	—	—	1292	—	—			
—	Dito. By Rye, for 16. Last sold, fol. 3	1788	12	8	·444	12	8			
—	Dito. By Couchaneille, as in fol. 4.	13950	—	—	3906	—	—			
—	Dito. By Brasil, as in fol. 4.	10817	12	—						
—	Dito. By Interest-reckoning, fol.	102	16	8	58	2	8			
—	Dito. By Profit, and Loss, fol.	394	·7	8	74	5	—			
—	Dito. By Voyage to *London*, fol.	8350	—	—	3140	—	—			
—	Dito. By Voyage to *Hambrough*	3816	·6	—	1463	·3	—			
—	Dito. by Voyage to *Dansick*, fol.	3805	14	8	1838	13	8			
—	Dito. By Insurance-reckoning, fol.	3576	6	—	113	3	8			
—	Dito. By Cash, as appeareth in fol.	2408	3	—						
—	Dito. By Cambrix-cloth, fol.	8105	12	—	545	12	—			
—	Dito. By Ship the Rain-bow, fol.	1432	18	8	389	—	—			
—	Dito. By *Hans van Essen* my account	3720	—	—						
—	Dito. By *Peeter Brasseur* my account	3752	2	—						
—	Dito. By *Jack Pudding* at *London*, his account Currant	3294	18	—	2377	18	—	2377	18	—
—	Dito. By Stock, for my just Estate	24592	—	—	24592	—	—	39526	·8	8
	Sum gl.	130544	15	—	42124	10	—	41904	·6	8

Un-wearied Learner,

HAving passed through the former Wast-book, and Books-ballancing, your further Task is to try your Capacity in the ensuing Wast-book. But before you come to that (which is the 31. of October) you must make an Inventory out of your last Books-ballance, entering the same into your New-Journals beginning, in order as the Journals Dictations of the inventory-parcels shall direct you ÷ whose Debitors and Creditors ought to be entred as your first beginning was; because you should have an uniform order in your proceedings, and not be subject to one manner in one Books beginning, and another manner in another Books beginning, as the usual manner of all Printed Books, and Teachers teach: but if you look Litt.S. N°. 1. in the compleat Journal, comparing the same with the Ballance of the Leager A. and with Stock in the Leager B. you shall be led (as by the hand) to my meanings expression. In the last Ballance your Estate was found to be Gl. 39526. 8. 8. pen. but that parcel must not be medled with: for when all the other Nine sums are entred into your Journals Inventory, and posted over into your Leager, then will your Leagers difference in Debit and Credit, manifest your Old Books Estate; and your present Estate in your New Books, cannot by a stranger that should cast an Eye into them, be discerned, as when your Estate standeth in one entire sum. This for advice, each do his pleasure.

These

These againſt-ſtanding Nine parcels are the Journal-Dictations, for the Inventory-parcels, and the order to ſhew which ſhould be firſt entered.

NOTA,

With *Jack Pudding* at *London* (both for *His*, and *My* account) I keep an account of *Time*, and *Ready money* in this Book, to ſhew the manner of carriage thereof.

AGAIN,

The double Lines that correſpond unto each other, ſhew the quantity of Journal-parcels, included in the Oppoſite Waſt-book parcels.

Guilti pe

79. Mony remitted in my own Bills unto him, whom we ſerve in Commiſſion.

The 31. of *October*, 1633.

Remitted unto *Jack Pudding* at *London*, and for his account, l. 208. 1. 2. D. ſterl. the value of my ſelf, payable at uſance for my account by himſelf, unto himſelf, exchange at 37. ſh. is— 2309 · 9 —

So

	Guil.	Sti	pe
gl. 27153. 8. stuy. for several coynes this day in the House, as by the particulars, and the agreement with the Leager, N°. A. appeareth	27153	· 8	—
gl. 5555. 2. stuy. for so much therein this day due to me, as by the agreement between the City-book, fol. 3789. and in the Leager, N°. A. appeareth	5555	· 2	—
gl. 1533. 15. 8. pen. for 18. Last, 7. Mudde, resting unsold, lying in *John Good-blonds* Garners, cost 60. ggl. *per* Last, first penny is	1533	15	· 8
gl. 1260. for 15. Butts of Sherry-Sack, lying in my great Cellar, rated at 84. gl. *per* Butt, is	1260	—	—
gl. 2600. for these ensuing commodities formerly sent him, resting as yet unsold under his hands: *viz.* 700. Frailes of Figs rated at 2. gl. *per* Piece, is — gl. 1400. — · 30. Pieces of Cambrix-cloth, at 40. gl. *per* Piece, is — gl 1200. —	2600	—	—
gl. 440. for 11. Pieces unsold in former Leager, N°. A. rated at 40. gl. *per* Piece, produce	· 440	—	—
gl. 713. 14. 8. pen. for a remainer of account, as by their Bill in my hands, which will be due the 16. of *December* next, being	· 713	14	· 8
gl. 2648. 6. 8. pen. for 264. l. 16. s. 8. d. sterl. now due to me in Ready-money, for Wares there sold by him for my account: exchange at 33. s. 4. d. is	2648	· 6	· 8
gl. 2377. 18. stuy. resting due to him in present Money, being received for Wares sold for his account, and not yet made good unto him, the summe, is	2377	18	—

79. *Money remitted in mine own Bills*, &c.

The 31. of *October*.

gl. 2309. 9. stuy. for l. 208. 1. 2. d. sterling, remitted him, the value of my self; payable at usance for my account by himself, unto himself, exchange at 37. s. is	2309	· 9	—

So that my Proviſion of the Remiſe, at ½ *per Cent.* is—gl. 7.16.—
And Banck-monies advance, at one *per Centum*, is—gl. 23. 6. 8 ..31.2.8

80. *Wares received to ſell for another mans account, being kept with a* Factor-book; *but* without *an account of Time, and Ready-money: yet ſo that there be a Nomination of the Wares particularly in the Leager.*

See the 64. Title place.

The 12. of *November.*

Received ſeveral Commodities by *John Dirrickson*, Shipper to ſell for the account of *Matthew Maſters* at *Hull*; charges upon the receit, as in Factor-book, fol. 3. at large appeareth, is—— ..68.6—

81. *To ſell Commiſſion-Wares upon ſix Months diſcount, being kept with a Factor-Book.*

The 15. Dito.

Sold unto *Suſanna Peters Orphans*, for the account of *Matthew Maſters* at *Hull*, 70. Kerſies, 25. Dozens, and 10. white Engliſh Clothes, upon 6. months diſcount; whereof gl. 1083. are to ſtand out 6. Weeks, the reſidue upon Demand: the whole as in Factor-book, fol. 1. and 3. produce—— 4685——

Nota, This is another form.

More, unto them, for the account of *Thomas Stern* at *London*, 80. Kerſies, upon 6. months rebate, as in Factor-book, fol. 2. are—— 2080——

The 20. Dito.

More, unto them, for the account of *Matthew Maſter* of *Hull*, upon 6. months rebate, 70. Kerſies, 25. Dozens, and 10. white Engliſh Clothes, at price, as in Factor-book, fol. 1. and 3.—— 5045——

More, unto them, for the account of *Thomas Stern* at *London*, 40. Kerſies, and 83. Dozens, upon 6. months diſcount, as in the Factor-book, fol. 2. at large, worth—— 4775——

Guil. Stiv. pe

gl. 31. 2. 8. pen. for the enſuing: to wit,
For my Proviſion of this Remiſe, at ½ *per Cent.* is—gl. 7. 16.—
For Banck-monies advance, at one *per Cent.* is—gl. 23. 6. 8.
.. 31 . 2 . 8

80. *Wares received to ſell for another*, &c.

See the 64. Title place.

The 12. of *November*.

gl. 68. 6. ſtuy. for charges done upon the receit of 80 Kerſies, 50. Dozens, and 20. Engliſh Clothes; received by Shipper *John Dirrickſon*, as *per* Factor-book, fol. 3. at large appeareth in particulars— .. 68 . 6 —

81. *To ſell Commiſſion-Wares*, &c.

The 15. Dito.

gl. 4685. for 70. Kerſies, 25. Dozens, and 10. white Engliſh Clothes, ſold upon 6. months diſcount; whereof gl. 1083. are to ſtand out 6. Weeks, the reſidue upon Demand: the whole as in Factor-book, fol. 1. and 3. produce—— 4685 — —

Nota, This is another form.

gl. 2080. for 80. Kerſies, ſold upon 6. months rebate, as in Factor-book, fol. 2. are—— 2080 — —

The 20. Dito.

gl. 5045. for 70. Kerſies, 25. Dozens, and 10. white Engliſh Clothes, ſold upon 6. months diſcount; as at large in Factor-book, fol. 1. and 3. appeareth, being—— 5045 — —

gl. 4775. for 40. Kerſies, and 83. Dozens, ſold upon 6. months diſcount; as in the Factor-book, fol. 2. at large appeareth—— 4775 — —

Guil. | Stiv. | pe.

82. *Wares bought in Commission, the which I send unto my Master; paying for the same by Assignment.*

Bought of *David Darling* 60. fulles of Kettles, weighing together 10612. ℔. Akons, which being reduced at 160. ℔. Akons, for 100. ℔. *Amsterdams*, are 10012. ℔. *Amsterdams* weight; the same I have sent to *Thomas Stern* at *London*, and for his account by Shipper *John Jacobson* of *Enchuysen*: for which I have assigned the said *David* upon *Susanna Peters Orphans*, the parcel at 60. gl. *per Centum*, is——— 6007 · 4 —

Charges,

Custome, at 15 stuyvers *per Centum*, is—— —gl 75. 2.—
Brokage, at ½ stuy. for each six gl. is—— ——gl. 25.—.—
Weigh-money, Boatage, and the like, is—— —gl. 19. 18.—
And for conclusion sent to him in specie by *R. P.*—gl. 91. 14.—
So that my Provision for Buying at one *per* C. is— gl. 60.—.—
271 14 —

Nota, Close the account of Commodities for *Matthew Masters*, and carry the difference to its due place.

Item, Ballance the account of *Thomas Stern* at *London*, and close it.

	Guil	St	pe
82. *Wares bought in Commission, &c.*			
gl. 6007. 4. stuy. for 60. fulles of Kettles, bought for Ready-money, and shipt to him for his account by Shipper *John Jacobson* of *Enchuysen*, weighing together 10612. lb. Akons, which being reduced at 106. lb. Akons, for 100. lb. *Amsterdams*, are 10012. lb. *Amsterdams*, producing at 60. gl. *per Centum*, to——	6007	4	—
gl. 211. 14. stuy. for the ensuing Charges, and Money, sent for a full conclusion with him: *viz.* Custom, at 15. stuy. *per Centum*, is—— gl. 75. 2.— Brokage, at ½ stuy. for each 6. gl. is—— gl. 25.—.— Weigh-money, Boatage, and the like is—— gl. 19. 18.— And for conclude of account, sent him by *R. P.* in species—— gl. 91. 14.—	211	14	—
gl. 60. for my Buying Provision of 6007. 4. at one *per Cent.*——	60	—	—
gl. 6007. 4. stuy. for mine Assignation delivered unto dito *David* in full of Kettles bought, being——	6007	4	—
gl. 486. 10. stuy. for discount of 9730. gl. at one stuyver *per* Guilder, is——	486	10	—
gl. 76. 18. 8. pen. for several charges upon 60. Kersies, and other Wares, as in the Factor-book, fol. 1. and 3. at large appeareth, being——	76	18	8
gl. 208. 7. stuy. for Ware-house-room, and Provision, as in the Factor-book, fol. 1. and 3. at large appeareth, being——	208	7	—
gl. 8889. 18. 8. pen. being the Netto proceed of 140. Kersies, 50. Dozens, and 10. white English Clothes, all Charges, and Provision deducted; so resteth Neat without my prejudice, which I make good on his proper credit——	8889	18	8
gl. 342. 15. stuy. for the discount of gl. 6855. at 1. stuyver *per* Guilder, is——	342	15	—
gl. 84.-0-8. for several charges upon the receipt of Commodities, as			

The 3. of *December*.

Bought of *Guilliam Ducket* for the account of *Matthew Maſters* at *Hull*, 156. ℔. and 6. ounces of Plate (for which I have aſſigned him full payment upon *Suſanna Peters Orphans*) the ſame I have ſent to *Jack Pudding* at *London*, by Shipper *John Johnſon*, packt in the Pack-clothes of *Thomas Stern* in a Box; the ſaid Plate at 70. ſtuyvers *per* ounce coſt—— gl. 8757.

And for one months rebate of gl. 1083. which the ſaid *Orphans* pay me before the time, is at 8. *per Cent.*—— gl. 7. 5.— 8764 · 5 —

Brokage, paid unto *Thomas Loan*, at ½ ſtuyver for each 6 gl. is—— gl. 36. 8.—
Box, and Packing—— gl. 1.18. 8.
Proviſion, at 1. *per Centum* for Buying, is—— gl. 87. 7. 0.
· 125 13 8

83. *Wares received to ſell for another Man; being kept* without Factor-book: *but with an account of* Time, *and* Ready-money.

The 15. Dito.

Received from *Danſick* by Shipper *William Johnſon*, 40. Laſt of Rye, *Danſick* meaſure, to ſell for the account of *Jack Pudding* at *London:* the ſame I have cauſed to be laid in the Carriack Garners, in the Warmooſe-ſtreet; the charges, are

Freight, at 8. gl. *per* Laſt—— gl. 320.—
Prime, and Pale-money, at 2. ſtuyvers—— gl. 4.—
Pilotage, from the *Texel*—— gl. 4.—
Cuſtom, and Lighterage—— gl. 20.—
Portrige to the Garners, at 7. ſtuyvers—— gl. 14.—
· 362 — —

84. *Received*

	Guil	ſti	pe
as in the Factor-book, fol. 2. at large appeareth—— ——	··84	·0	·8
gl. 149. 6. 8. pen. for Ware-houſe-room and Proviſion, as in the Factor-book, fol. 2. at large appeareth, being—— ——	·149	·6	8

The 3. of *December*.

gl. 8764. 5. ſtuy. for 156. ℔. 10. ounces of Plate, bought of *Guilliam Ducket*, and aſſigned him in full payment upon the ſaid *Orphans*; the ſame I have ſent to *Jack Pudding* at *London*, by Shipper *John Johnſon*, packt in the Pack-clothes of *Thomas Stern* in a Box, the which at 70. ſtuyvers *per* ounce, is—— ——gl. 8757.

And for one months rebate of gl. 1083. which the ſaid *Orphans* pay me before the time, is at *per Centum*—— gl. 7. 5.— | 8764 | ·5 | —

gl. 38. 6. 8. pen. for charges upon the ſaid Plate: *viz.*
For Brokage, paid unto *Thomas Loan*, at ½ ſtuyver for each 6. gl. is—— —— ——gl. 36. 8.—
For Box, and Packing—— —— ——gl. 1. 18. 8.
—— | ·38 | ·6 | 8

gl. 87. 7. ſtuy. for my Proviſion of the ſame, at one *per Centum*, being—— —— —— —— —— —— —— | ·87 | ·7 | —

82. *Wares received to ſell*, &c.

The 15. Dito.

gl. 362. for 40. Laſt *Danſick* meaſure, received from thence by Shipper *William Johnſon*, to ſell for the account of dito *Jack*, the ſame I have cauſed to be carried into the Carriack Garners, in the Warmooſe-ſtreet, the charges at the receit, are

Freight, at 8. gl. each Laſt—— —— ——gl.	320.—		
Prime, and Pale-money, at 2. ſtuyvers—— ——gl.	4.—		
Pilotage, from the *Texel*—— —— ——gl.	4.—		
Cuſtom, and Lighterage—— —— ——gl.	20.—		
Portrige to the Garners, at 7. ſtuyvers—— ——gl.	14.—		
——	:362	—	—

gl. 362. for the charges only tranſported from thence, becauſe each account ſhould be charged with its own burthen; this being— | ·362 | — | —

84. *Received, as before, being kept with a Factor-Book; as also with an account of Time, and Ready-money.*

Received by Shipper *Peter Claſon* from *Jack Pudding* at *Hambrough* ſeveral Commodities to ſell for his account; the particular charges, as in Factor-book, fol. 4. produce all—— —— — 356 10 —

85. *To ſell Commiſſion-Commodities kept* with, *and* without *a Factor-book; but both with an account of* Time, *and* Ready-money.

Sold unto *David Darling*, for the account of *Jack Pudding* at *London*, 42. Laſts, 9. Mudden Rye, *Amſterdams* meaſure, receiving now gl. 6075. 7. ſtuy. the remainer to ſtand out 4. months, the whole at 170. ggl. each Laſt, amounteth unto—— —— 10075 · 7 —

More, unto him, for the account of *Jack Pudding* at *Hambrough* ſeveral Commodities, receiving now gl. 12825. the remainer to ſtand out 2. months: the whole, as in Factor-book, fol. 4. amounteth unto—— — — — — — — — — 20415 — —

The 26. Dito:

The after-charges upon the Rye of *Jack Pudding* at *London*, is, *viz.*

For ſeveral times turning, and meaſuring at ſale—gl. 6. 7.—
For Garner-room, at 4. ſtuyvers each Laſt——gl. 8. 8.—

For

Guil. | Stiv | pe

84. *Received, as before, being, &c.*

gl. 356. 10. stuy. for charges upon the receit of several commodities, received by Shipper *Peter Claſon*, to sell for the account of dito *Jack*; the particulars, as in the Factor-book, fol. 4. produce all unto—— 356 | 10 | —

85. *To sell Commission-Commodities, &c.*

gl. 10076. 7. stuy. for 42. Last, 9. Mudde Amsterdam measure, sold him; receiving now gl. 6075. 7. stuy. the remainer to stand out 4. moneths, the whole at 170. ggl. each Last, amounteth unto—— 10075 | 7 | —

gl. 20415. for several commodities sold unto him, receiving gl. 12825. now; the rest upon 2. moneths, the whole, as in the Factor-book, fol. 4. amounteth unto—— 20415 | — | —

gl. 10075. 7. stuy. for the sale as above transported from the Rye account, to the time account (being there is one kept) which produceth with 2. Last, 9. Mudden over-measure unto— 10075 | 7 | —

gl. 6075. 7. stuy. for so much received of *David Darling* upon his Rye, being—— 6075 | 7 | —

gl. 12825. for so much received of *David Darling* in part of the sold commodities above entred, being all—— 12825 | — | —

gl. 18900. 7. stuy. received in part of Wares sold unto him as above; my receit is—— 18900 | 7 | —

The 26. Dito.

gl. 21. 1. stuy. for the ensuing after-charges upon the same: viz.

For several times turning, and measuring at sale—gl. 6. 7.—
For Garner-room, at 4. stuyvers each Last——gl. 8. 8.—

	Guil	ſtiv	pe
For Brokage, at 3. ſtuyvers each Laſt——gl. 6. 6.— For my Proviſion of ſales, at 2. *per Centum*—gl. 201. 10.—	222	11	—
My Proviſion, and Ware-houſe-room of Wares ſold for the account of *Jack Pudding* at Hambrough, as in Factor-book, fol. 4. appeareth, is	415	16	—
The 5. of January, 1634.			
Received of *Suſanna Peeters Orphans* in full of account——gl. 1698.—8.			
More, of *David Darling*, in full of Wares ſold the 22. of December, part upon 4. mon. time—gl. 11332. 5.—			
So that he payeth me 4000. gl. upon Rye, 4. mon. before the time, is at 8. *per Centum*——gl. 103. 18.—			
And upon 7590. gl. for the other commodities 2. mon. before the time, is——gl. 99. 17. } 153. 17 As likewiſe abatements upon Couchaneille gl. 54. — }	13288	—	8
The 9. Dito.			
Jack Pudding at London writeth me in his Letter, dated the 16. of December laſt, that he hath ſold for my account unto *Thomas Stern*, 30. Pieces of Cambrix-cloth, at 9. l. ſterl. *per* Piece upon 2. moneths time, is——l. 270.—			

More,

	Guil	Stiv	Pe
For Brokage, at 3. stuyvers each Last——gl. 6. 6.—	··21	·1	—
gl. 201. 10. stuy. for my provision of sales at 2. *per Centum*—	·201	10	—
gl. 222. 11. stuy. for charges, and provision of the same, transported to the said account of ready-money, being——	·222	11	—
gl. 415. 16. stuy. for my Provision, and Ware-house-room of sold Wares for his account, producing as in Factor-book, fol. 4. appeareth, to——	·415	16	—
The 5. of January, 1634.			
gl. 1698. 0. 8. pen. received of them in full to this day——	1698	·0	·8
gl. 11332. 5. stuy. received in full of Wares sold him the 22. of December, part upon 4. moneths time, being——	11332	·5	—
gl. 103. 18. stuy. for discount of 4000. gl. upon Rye, 4. moneths before the time, is at 8. *per Centum*——	·103	18	—
gl. 4000. for the Debt of *David Darling* paid me in; but is rebated——	4000	—	—
gl. 153. 17. stuy. for discount of 7590. gl. upon sold commodities; and received 2. moneths before the time, is—gl. 99. 17. More, for abatements upon Couchaneille——gl. 54.—	·153	17	—
gl. 7590. for the Debt of *David Darling* paid me in; but is rebated——	7590	—	—
The 9. Dito.			
gl. 6550. for sales of several commodities for my account, as by his Letter, dated the 16. of December last, being as followeth:			
For 30. Peices of Cambrix-cloth sold unto *Thomas Stern* at 9. l. sterl. *per* Peice, upon 2. moneths time——l. 270.—			

More, unto *Jaſper Johnſon*, for Ready-money, 700.
Frailes of Figs, at 11. ß. ſterl. is——— l 385.—·—

Are all 655. l. ſterl. exchange at 33. ß. 4 d. Flem. is——— 6550 — —

Sundry varieties in Factorage accounts have I entred in this work; yet more there are, whereof I have inſtanced divers in the Table of *Factorage*; of all which to ſhew particularly the work in this Book would be tedious; only two I intend to enter, that you may the better apprehend the other: the manner of working is ſhewed in theſe Examples.

The 14. Dito.

Received by Shipper *William Crayford*, from *Richard Warbirton* at Hull, to ſell for his account, 231. Piggs of ſmall Lead; charges are,

Freight, at 6. ſtuyvers each Pigg, is——— gl. 69.—·—
Cuſtom, at 3. ſtuyvers each 100. weight——— gl. 45.—·—
Prime, Pale, and Beaconige-money, is——— gl. 2.18.—
Lighterige, from the Ship to the Ware-houſe- gl. 2.17.—
Averige, after poundage portion——— gl. 52. 13.—
For waſhing of them, to raiſe the price——— gl. 1. 18.—

174 · 6 —

The 17. Dito.

Received more, by the above-named Shipper, from *Govert Golſton* at Hull, to ſell for his account theſe enſuing Wares: *viz.*
20. Leeds Dozens, coſt with charges 3. l. 12. ß. ſter. is— l. 72.—
20. Kerſies, N°. M. coſt with charges 2. l. 17. ß. ſterl. is— l. 57.—
20. Dito— N°. R. coſt with charges 2. l. 19. ß. ſterl. is— l. 59.—

L. 188. ſterl. exchange, at 33. ß. 4 d. is——— 1880 — —

Freight of Kerſies, at 3. ſtuyvers *per* Piece, is— gl. 6.—·—
Freight of Dozens, at 4 ½ ſtuyvers *per* Piece, is— gl. 4.10.—
Cuſtom of Kerſies, at 3. ſtuyvers *per* Piece, is— gl. 6.—·—
Cuſtom of Dozens, at 7. ſtuyvers *per* Piece, is— gl. 7.——
Averige, at 2. *per Centum*, is——— gl. 37.12.—·—
For waſhing & cleanſing, paid at 7. ſtuyvers— gl. 21.—·—

82 · 2 —

More, unto *Jasper Johnson*, for Ready-money, 700.
Frails of Figs, at 11. ß. sterl. is——— l. 385.—.—

Are all 655. l. sterl. exchange at 33. ß 4. D. is——— 6550—

gl. 3850. for 385. l. sterl. by him received upon Figs, as above is mentioned, exchange at 33. ß. 4. D is——— 3850—

The 14. Dito.

gl. 174. 6. stuy. for charges of 231. Piggs of small Lead, received by Shipper *William Crayford*, the particulars are as followeth:

Freight, at 6. stuyvers each Pigg, is——— gl. 69.—.—
Custom, at 3. stuyvers each 100. weight, is— gl. 45.—.—
Prime, Pale, and Beaconige-money, is——— gl. 2.18.—
Lighterige from the Ship to Ware-house——— gl. 2.17.—
Averige, after poundage portion, is——— gl. 52.13.—
For washing of them, to raise the price——— gl. 1.18.—
——— 174 · 6—

gl. 174. 6. stuy. and is for the above-named charges by me disburst for him, having no money of his in my hands; the sum is——— · 174 · 6—

The 17. Dito.

gl. 1880. for the costs of 20. Leeds Dozens, and 40 Kersies, received by the above-named Shipper, the particulars are: *viz.*

20. Leeds Dozens, cost with charges 3. l. 12. ß. sterl. is— l. 72.—
20. Kersies, N°. M. cost with charges 2. l. 17. ß. sterl. is— l. 57.—
20. Dito— N°. R. cost with charges 2. l. 19 ß. sterl. is— l. 59.—

L. 188. sterl. exchange, at 33. ß. 4 D. is——— 1880—

gl. 82. 2. stuy. for these ensuing charges, done upon the receit: *viz.*

Freight of Kersies, at 3. stuyvers *per* Peice, is— gl. 6.—.—
Freight of Dozens, at 4½ stuyvers *per* Peice, is— gl. 4. 10.—
Custom of Kersies, at 3. stuyvers *per* Peice, is— gl. 6.—.—
Custom of Dozens, at 7. stuyvers *per* Peice, is— gl. 7.—.—
Averige, at 2. *per Centum*, is——— gl. 37. 12.—
For washing & cleansing, paid 7. stuyv. *per* Peice, is gl. 21.—.—
——— 82 · 2—

gl. 82. 2. stuy. and is for the above-named charges by me laid out

86. *To remit part of Commission-money, and to detain part thereof in Company.*

The 18. Dito.

Remitted for the account of *Jack Pudding* at Hambrough, and by his order, 12300. Florines, unto *John vander Linden* at Dansick, in Bills of *Jacob vander Linden*; payable at sight by *Isaac vander Linden*, to be there imployed according to order of the said *Jack Pudding*, exchange 170. gros, for each six guilders: my payment is —— gl. 13023. 10. 8.
Banck-money, at $\frac{1}{3}$ *per Centum*, allowed him gl. 43. 8. 8.
My provision for the remise, at $\frac{1}{3}$ *per Centum* gl. 43. 8. 8.
13110. 7 8

87. *Wares bought for Company-account, paying present money.*

The 22. Dito.

Bought of *Jaques Jolyt* 258. Pieces of Linnen for the company of *Jack Pudding* at Hambrough, and me, each $\frac{1}{2}$; my payment at 20. gl. *per* Peice, is —— 5160 ——

88. *Wares of mine own brought into the Company.*

Into this company, being $\frac{1}{3}$ for *Jack Pudding* at Hambrough, and $\frac{2}{3}$ for me; I bring 18. Last, 7. Mudden of mine own Rye, producing as it cost me, unto —— 1533 15. 8

More, 15. Butts of Sherry-Sack, for the said company, each $\frac{1}{2}$, being mine own; and esteemed at —— 1218 ——

89. *How*

	Guil	Sti	Pe
out for him; I having no money of his in my hands: the sum is	82	2	—

86. *To remit part of Commission-money*, &c.

The 18. Dito.

gl. 13066. 19. stuy. for 12300. Florines, remitted by his order unto *John vander Linden* at *Dansick*, in Bills of *Jacob vander Linden*; payable at sight, to be there imployed according to order of the said *Jack*; exchange 170. gros, for each six guilders: my payment, is —— gl. 13023. 10. 8.
Banck-money, at $\frac{1}{3}$ *per Centum*, allowed him — gl. 43. 8. 8.

	13066	19	—

gl. 43. 8. 8. pen. for my provision of the remise, which at $\frac{1}{3}$ *per Centum*, is

	43	8	8

87. *Wares bought for Company-account*, &c.

The 22. Dito.

gl. 5160. for 258. Pieces, bought of *Jaques Jolyt*; my payment at 20. gl. *per* Piece, is

	5160	—	—

88. *Wares of mine own*, &c.

gl. 1533. 15. 8. pen. for 18. Last, 7. Mudde of mine own Rye brought into the company, which cost me

	1533	15	8

gl. 1218. for 15. Butts of mine own Sack, brought into the company, and esteemed at

	1218	—	—

gl. 3700. 5. 3. pen. for his parts of the above-named goods, bought, and brought into the company by me, *viz.*
For one half of the Linnen —— gl. 2580. —
For one third of the Rye —— gl. 511. 5. 3.
For one half of the Wine —— gl. 609. —

	3700	5	3

89. *How*

Guil | sti | pe

89. *How to keep another mans Trading in my Books; being a preparative to shew, that all the Worlds Traffick may be brought to one* General Leager, *if there were possibility to comprehend it all in one Book.*

Simond Sands, and *Richard Rakes* erect together a company, whose whole Trading I shall write out of their Wast-book, into my Journal, and Leager; for which, my allowance yearly shall be—— 1600 — —

50. *How to enter the passages into our Book, having a Cash-keeper within doors.*

——The 31. Dito.——

Of my Casheer for mine own use (whereof I give gl. 100. to my Wife for House-keeping) I receive—— 800 — —

91. *Company Wares sold for Ready-mony.*

Sold unto *Leonard Frind* 58. Pieces of Linnen, for the Company of *Jack Pudding* at Hambrough, and me each ½, my receit at 25. gl. *per* Piece, is—— 1450 — —

92. *Company Wares sold to my Partner.*

Shipt by *John Crew*, unto *Jack Pudding* at London, for the account of *Jack Pudding* at Hambrough, 50. Pieces of Company Linnen concerning him and me each ½, producing at 25. guilders *per* Piece, Ready-mony, unto—— 1250 — —

Custom, and other charges at shipping, paid by me, is—— 37 10 —

89. *How to keep another mans Trading*, &c.

gl. 1600. for my yearly salary to write their whole company trading (which they by agreement now erect together) into my Cladde; to be transported from thence (with other passages) into my Journal and Leager; for which, my yearly allowance shall be — 1600 — —

90. *How to enter the passages*, &c.

The 31. Dito.

gl. 800. received of my Casheer, and taken for mine own use, being — 800 — —

gl. 100. for so much paid unto my Wife towards House-keeping, being — 100 — —

91. *Company Wares sold*, &c.

gl. 1450. for 58. Peices sold *Leonard Frind*, my receit at 25. gl. *per* Piece, is — 1450 — —

92. *Company Wares sold*, &c.

gl. 1250. for 50. Pieces by his order, and for his account, shipt by *John Crew*, unto *Jack Pudding* at London; producing at 25. gl. *per* Piece, unto — 1250 — —

gl. 37. 10. duy for custom, and other charges paid *by me* at the shipping, being — 37 10 —

gl. 1350. for his one second of the above-standing two parcels, made good upon his credit of ready-money, being as both by me received, his part is — 1350 — —

93. *To ship away Company-commodities, to be sold for Company account.*

More, sent by the said Shipper unto the same man, 100. Pieces of Linnen, for the company of *Jack Pudding* at Hambrough, and me, each ½ 5 to be sold there for our account: producing at 20. gl. *per* Piece, unto—— 2000 — —

Custom, and other charges at the shipping, paid by my Casheer, is—— • •75 — —

94. *To take Company Wares unto my self, and ship them away in Company with another Partner; by the which he is to lay in an equal proportion of other Commodities.*

More, sent by the said Shipper unto the same man 50. Pieces of the above-named Company Linnen, taken to my self; by the which the said *Jack* at London, is to lay in an equal proportion of English Wares upon a like gain, or loss; the shipt Pieces at 26. gl. produce—— 1300 — —

Custom, and other charges at the shipping paid by me, is—— • 37 10 —

My provision for sales of the said Linnen, at 2. *per Centum*, is 120 — —

Nota, Ballance this Company Linnen, and give each his due upon fit account.

95. *How*

	Guil	Stiv	pt
93. *To ship away Company commodities, &c.*			
gl. 2000. for 100. Pieces shipt by *John Crew*, to be sold there for our account, producing at 20. guilders, unto	2000	—	—
gl. 75. for custom, and other charges paid by my Casheer at shipping thereof, being	75	—	—
gl. 37. 10. stuy. for his ½ of the above-named charges, paid for him	37	10	—
94. *To take Company Wares, &c.*			
gl. 1300. for 50. Pieces taken to my self, and shipt unto him; by the which he is to bring into the company there an equal proportion in English Wares, upon a like gain, and loss; the shipt Pieces at 26. guilders, produce unto	1300	—	—
gl. 37. 10. stuy. for custom, and other charges paid by me at the shipping	37	10	—
gl. 480. for the ensuing particulars: *viz.* For my provision of sales, at 2. *per Centum* — gl. 120. — For my one half gains upon the same — gl. 360. —	480	—	—
gl. 360. for his one half of gains upon the said Linnen, being	360	—	—
gl. 590. for his one half of 50. Pieces of Linnen taken to my self producing — gl. 650. — Deducting for my ½ of provision, to avoid another parcels writing — gl. 60. —	590	—	—

Guil | ti | pe

95. *How to Book an Accountants Wages.*

For salary unto *David Darling* to write my Books (whereof I now pay $\frac{1}{4}$) I allow him yearly —— 1000 — —

96. *To book the Capital, which each Partner of a joynt Company promiseth to bring in.*

Simon Sands promiseth to bring into the company for his stock —— gl. 11400. }
And *Richard Rakes* for his stock intendeth —— gl. 7800. } 19200 — —

97. *To remit money for Company-account, which shall only run upon Exchange.*

The 11. Dito.

Jack Pudding at *London* hath remitted for my account 400. l. ster. unto *Peter Brasseur* at *Dansick*, to be *by him* imployed upon Exchange only, for our company, each $\frac{1}{2}$; the value delivered the 23. of Janury last in *London* to *William Brant*, and his Bills received upon *George Gregory*: payable 14. days after sight, exchange 183 $\frac{3}{3}$ gros for each 12. ß. sterl. is 4080. Florines, and 33. ß. 4 ð. Flemish for each pound sterling, is —— 4000 — —

Agreed with *David Darling*, to let him have 3000. Florines for *Franckford*, at 81. ð. Flemish *per* Florine, to be re-paid to me, or Assigns, the first of June, as the Exchange shall then return from thence; this being money for the company of *Jack Pudding* at *Hambrough*, and me each $\frac{1}{2}$: In part of payment of the same, I deliver him 18. Lasts, 7. Mudde of Rye, by me brought into company the 22. passado; producing in Ready-money, at 150. ggl. unto gl. 3834. 8. 12. pen. the remainder I have now for him made good in Banck, upon the account of *Bartel Bartelson*: deducting gl. 22 $\frac{2}{3}$ for Banck-money at one *per Cent.* the whole exchange is — 6075 — —

My provision for sale of company Rye, at 2. *per Centum*, produceth —— 76 13 12

Nota, Ballance this Rye account, and give each his due.

95. *How to Book an Accountants*, &c.

gl. 1000. for yearly salaries, which I allow him, for the writing of my Books in true *Debitor*, and *Creditor*, form being-- 1000 — —

gl. 250. for ¼ of his Wages now paid unto him 250 — —

96. *To Book the Capital*, &c.

gl. 11400. being thus entred for his promise sake, which is, to bring into the company for his stock 11400 — —

gl. 7800. being thus entred because of his promise, which is, to bring into the company for his stock. 7820 — —

97. *To remit money upon Company-account*, &c.

The 11. Dito.

gl. 4000. for 400. l. sterl. remitted him to be imployed only upon exchange, for our company each ½, the value delivered the 23. of January last in *London*, unto *William Brant*, and his Bills received upon *George Gregory*; payable 14. days after sight, exchange 183 ⅜ gros, for each 12. ß. sterl. is 4080. Florines, and 33. ß. 4. ₰. Flemish, for each l. sterling, is 4000 — —

gl. 6075. for 3000. Florines agreed to lend him upon exchange, at 81. ₰. Flemish, for each Florine; to be re-paid to me, or Assigns the first of June, as the exchange shall then return from thence: this being part company-money in my hands, which is- 6075 — —

gl. 3834. 8. 12. pen. for 18. Last, 7. Mudde delivered in part of payment; producing in ready-money, at 150. ggl. unto- 3834 · 8 12

gl. 2218. 3. 4. pen. writ by his order upon the account of *Bartel Bartelson*, being- 2218 · 3 · 4

gl. 22. 8. stuy. for Banck-money advance, at 1. *per Centum*, being- · · 22 · 8 —

gl. 1559.

98. *Subſcribed for my ſelf, and an Adherent into the West-India-Company of this City.*

--The 22. Dito.--

Condeſcended this day unto the Governour, and Aſſiſtants of the Weſt-India-Company of this City, for 1000. l. Flemiſh, to pay the ſame within eight days for my part of Stock: my ſubſcribing for me, is—— 6000 — —

And for *Jack Pudding* at *London*, which he promiſeth to bring in—— ·900 — —

99. *To Book the ſubſcribing of a man that ſheltereth under my name in a Company, with whom I alſo joyn in Company.*

—The 25. Dito.—

Jack Pudding at *London* hath ſubſcribed to joyn with me in the Weſt-India-Company of this City, for his 1000. l. Flemiſh, and to ſhelter under my name: the ſame he is to make good to me within eight days next enſuing, being—— 6000 — —

By the which I adjoyn l. 500. Flem. upon a like gain, and loſs, my

	Guil	sti	pe
gl. 1559. 6. 12. pen. for the ensuing particulars: *viz.* For my provision of sales, at 2. *per Centum*—gl. 76.13.12. For my $\frac{2}{3}$ of gl. 2223.19.8. pen. gained on Rye-gl. 1482.13.—	1559	6	12
gl. 741.6.8. pen. for his $\frac{1}{3}$ of gains upon the said Rye, being—	741	6	8
gl. 1784.18.5. pen. for the ensuing particulars: *viz.* For $\frac{1}{2}$ of 6075. guilders, by me paid *David Darling* upon Franckford Exchange, being—gl. 3037.10.— For $\frac{1}{3}$ of guilders 76.13.12. pen. being my provision upon Rye—gl. 25.11.4.			
All is—gl. 3063. 1. 4. Deducting for his $\frac{1}{3}$ of guilders 3834.8.12. pen. by me received upon company Rye—gl. 1278. 2.15.			
Resteth to charge—gl. 1784.18.5.	1784	18	5

98. *Subscribed for my self,* &c.

The 22. Dito.

gl. 6000. for 1000. l. Flemish, by me subscribed to furnish in 8. days for my part of Stock, my promise is—	6000	—	—
gl. 900. for 150. l. Flemish by him subscribed to furnish, as above, being—	900	—	—

99. *To book the subscribing,* &c.

The 25. Dito.

gl. 6000. for 1000. l. Flemish by him subscribed to joyn with me, and shelter under my name; the same he is to make me good in 8. days next ensuing, being—	6000	—	—
gl. 9000. for 1500. l. Flemish, by me subscribed for the company			

my subscribing to the Company for us both, is 1500. l. Flemish which produceth ——— 9000 — —

Sold unto *David Darling*, for the account of *Richard Warbirton* of *Hull*, 90. Pigs of small Lead, upon 3. weeks precys in Banck, the price, and weight is is followeth:

10. Pigs weigh 1325 lb. 15. Pigs weigh all 6719. lb.
10. Dito —— 1350. lb. 10. Dito —— 1380. lb.
10. Dito —— 1405. lb. 10. Dito —— 1291. lb.
10. Dito —— 2289. lb. 10. Dito —— 1370. lb.
10 Dito —— 1350. lb. 10. Dito —— 1492. lb.
} lb. 12152.

All, 12152. lb. at 30. ß *per Centum*, is ——— gl. 1093.13.—
More, unto him, 141. Pigs, for the same account, qt. 19038. lb. at 30. ß *per Cent.* upon 6. mon. discount, at 8. *per Cent. per Annum*, is ——— gl. 1713. 8. 8.
2807 · 1 · 8

More, unto him, for the account of *Govert Golston* at *Hull* the ensuing Wares, *viz.*

10. Leeds Dozens, at 42. gl. ready-mony —— gl. 420. —. —
10. Kersies, N°. M. } at 30 gl. on 6. mon. discount gl. 600. —. —
10. Dito — N°. R. }
1020 — —

More, to *Simond Sands*, for his proper use of this last account:

10. Dozens, at 43. gl. 5. stuy. on 6. mon. rebate — gl. 432. 10. —
10. Kersies, N°. M. at 32. gl. 10. stuy. on 4. mon. discount —— gl. 325. —. —
10. Dito — N°. R. at 31. gl. ready-mony —— gl. 310. —. —
1067 10 —

The 2. of March.

Jack Pudding at *London*, remitteth me for our company account, each ½, only to run upon exchange, 400. l. sterl, payable here at usance by *Susanna Peters Orphans*, the value delivered the 7. of the last month unto *James Pudding*, due the 9. present, exchange at 38. ß 2. d. Flem. is ——— 4580 — —

Peter Brasseur at *Dansick*, remitteth me in date 16. passado, for our account, 4100. Florines Polish, in Bills of *Robert Brames*; payable at 6. days sight by *Jack Pudding* at *London*, and for his account, exchange 170. gros, is ——— 4341 · 3 · 8

Richard

pany of us both, my part with him, being 500. l. Flemiſh, upon an equal gain or loſs, according to proportion of each, the whole is-- 9000 — —

gl. 2807. 1. 8. pen. for 90. Piggs of ſmall Lead, ſold upon three weeks precys in Banck; the price, and weight is as followeth:

10. Piggs weigh	1325. ℔.	50. Piggs weigh all	6719. ℔.	℔.
10. Dito	1350. ℔.	10. Dito	1380. ℔.	12152.
10. Dito	1405. ℔.	10. Dito	1291. ℔.	
19. Dito	1289. ℔.	10. Dito	1370. ℔.	
10. Dito	1350. ℔.	10. Dito	1392. ℔.	

All, 12152. ℔. at 30. ß. *per Centum*, is —— gl. 1093. 13. —
More, unto him, 141. Piggs, for the ſame account, q^t. 19038. ℔. at 30. ß. *per Cent.* upon 6. mon. diſcount, at 8. *per Cent. per Annum*, is —— gl. 1713. 8. 8.
2807 · 1 · 8

gl. 1020. for 20. Kerſies, and 10. Dozens ſold: viz.

10. Leeds Dozens, at 42. gl. ready-money —— gl. 420. — —
10. Kerſies, N°. M. } at 30. gl. on 6. mon. diſcount gl. 600. — —
10. Dito — N°. R. }
1020 — —

gl. 1067. 10. ſtuy. for 10. Leeds Dozens, and 20. Kerſies ſold, as followeth:

10. Dozens, at 43. gl. 5. ſtuy. on 6. mon. rebate — gl. 432. 10. —
10. Kerſies, N°. M. at 32. gl. 10. ſtuy. on 4. mon. diſcount —— gl. 325. — —
10. Dito — N°. R. at 31. gl. ready-money —— gl. 310. — —
1067 10 —

The 2. of March.

gl. 4580. for 400 l. ſterl. remitted me for our company, each ½, to run only upon exchange; the value delivered the 7. of the laſt month to *James Pudding*, due the 9. preſent, exchange at 38. ß. 2. d. is —— 4580 — —

gl. 4341. 3. 8. pen. for 4100. Florines Poliſh, remitted me the 16. paſſado, for our account, in Bills of *Robert Brames*; payable at 6. days ſight, exchange at 170. gros, for each 6. gl. is —— 4341 · 3 · 8

Richard Rakes bringeth in mony, for part of his promised Stock—— 3818 —

And *Theophile Bruton* writeth in Banck for him—— 6200 —

More, according to his order, there is shipt from London to Hambrough the 14. passado, 42. English Clothes, then consigned by Shipper *Thomas Tubbe*, to *William Wilson*, which cost, as by the Invoice—— 4590 —

The In-brought Stock of this man, is as above.

Taken unto my self the 100. Pieces of Linnen, shipt to London the 6. passado; the which with the former sent *Jack Pudding*, is to be imployed for our company; the same at 25. gl. by agreement, is—— 2500 —

The 10. Dito.

Jack Pudding at London hath drawn 308. l. 10. d. sterl. upon me, for our company account, each ℔; against the monies remitted me, in date 2. present, being part of my monies in his hands: the 270. l. in date the 9. of January, included, exchange at 38. ß. is— 3511 15 —

Paid by my Casheere unto *Frederick Bancken*, by the Assignment of the Governour, and Assistants of the West-India-Company of this City, the sum by me promised, was—— 15900 —

Simon

gl. 3810. for ſo much brought in by him, in part of his Stock, being — 3810 — —

gl. 1200. writ in by *Theophile Bruton* — 1200 — —

gl. 4590. for 42. Engliſh Clothes, by his order ſhipt from London the 14. paſſado by Shipper *Thomas Tubbe*, which coſt, as by the Invoice — 4590 — —

gl. 1800. being more by him brought into Stock, than was promiſed — 1800 — —

gl. 2500. for 100. Pieces of company Linnen, ſhipt thither the 6. of February, and now taken to my ſelf, at 25. gl. *per* Piece, is — 2500 — —

gl. 212. 10. ſtuy for his ½ of 425 gl. gained upon this Voyage, being I take them at ſo high a rate, to end the company Linnen, the gains for him is — 212 10 —

gl. 212. 10. ſtuy. for my part gains, carried thither, being — 212 10 —

gl. 1250. for his ½ of the 100. Pieces of Linnen, taken to my ſelf, as above; his part is — 1250 — —

The 10. Dito.

gl. 3511. 15. ſtuy. for 308. l. 10. d ſterl. drawn upon me for our company, each ½, againſt monies remitted me the 2. preſent; being part of my monies in his hands, exchange at 38. ß. is — 3511 15 —

gl. 2700. for an unreceived Debt, as in date the 9. of January; but now received by him, being 270. l. ſterling, exchange at 33. ß. 4. d. is — 2700 — —

gl. 15900. paid by my Caſheere unto *Fredricke Bancken*, by their Aſſignment, being the ſum by me ſubſcribed to bring into the ſaid company for me, and others, the payment is — 15900 — —

Simon Sands bringeth in mony for part of his promised Stock--- 3600 — —

More, 60. Pieces of Linnen, quantity, 2400. Ells, at 20. stuyvers, is 2400 — —

More, two Assignations: viz.
One upon *Richard Rakes*, due 25. present 2580 — —

One, upon *Bonaventure Dafforne*, due 28. present 2234 10 —

Thus much bringeth this man in.

100. *To buy an Action for ready-mony, which another hath in the West-India-Company.*

The 18. Dito.

Bought of *Jacob vander Linden* his Action of 200. l. Flemish, which he hath in the West-India-company of this City, my payment at 60. *per Centum* (toward which I receive 345. guilders of my Cashеere) is 720 — —

Jacke Pudding at London hath sold the commodities sent unto him the 6. of February, whereof is made clear with my ½ advance of company commodities, l. 490. sterl. which mony he keepeth under him for our company account, each ½, in part Rescounter of other company monies remitted me upon exchange, the sum at 35. ß. produceth 5145 — —

The 22. Dito.

Drawn by me upon *Peeter Brasseur* at Dansicke, and for our company account, each ½, upon exchange, Florines 4000. the value here

gl. 6900. being gl. 900. for his proper account, and gl. 6000. for him & with me in the West-India-company of this City; the whole for him, paid by me, is — 6900 — —

gl. 900. being for so much by me paid unto them, as above for his proper account according to his promise, the sum is — 900 — —

gl. 3600. brought in by him, for part of his promised Stock — 3600 — —

gl. 2400. for 60. Pieces, quantity 2400. Ells, at 20. stuyvers *per* Ell, being — 2400 — —

gl. 2580. for an Assignment upon dito *Richard*, due the 25. present — 2580 — —

gl. 2234. 10. stuy. for an Assignation upon dito *Bonaventure*, due the 28. present, being — 2234 10 —

gl. 585. 10. stuy. writ back from the company, because he bringeth in less than was promised, being — 585 10 —

100. *To buy an Action for ready-money*, &c.

The 18. Dito.

gl. 720. qeing for an Action of 200 l. Flemish, bought of *Jacob vander Linden*, which he had in the said company; my payment at 60. *per Centum*, is — 720 — —

gl. 345. and is for so much received of my Casheere, being — 345 — —

gl. 514.5. and is for the sale of 150. Pieces of Linnen sent unto him the 6. of February last, whereof is made clear with my ½ advance of company commodities sold there, l. 490. sterl. which money he detaineth in his hands for our company use, each ½, in part Rescounter of other company-monies, remitted me upon exchange the 2. of March, the sum at 35. ß. is — 5145 — —

The 22. Ditto.

gl. 4090. 18. stuy. and is for 4000. Florines by me drawn upon him, the value agreed for with dito *David*, and my Bills delivered him

	Guilders		pe
here agreed for with *David Darling*, and my Bills delivered him to be paid by the said *Peter* unto *David*, or his Assigns, upon 3. weeks sight, exchange at 176. gros. for each 6. gl. are	409	18	—
Received by Shipper *John Charlton* 12. English Clothes, to sell for the account of *Jacke Pudding* at London, being viz. 6. Pieces Black, N°. G. 6. Pieces Tawny, N°. M. } freight, and other charges paid by my Casheere, are	15	8	—
Received by my Casheere of *David Darling*, in full of Wares sold unto him the 25. of February (whereof gl. 10. 18. 12. pen. is for Bank-money) the sum of	3748	11	4
More, by him of *Simon Sands*, in full of Wares sold unto him the same day, being	1042	8	12

Ballance the Factorage Accounts.

him upon the ſaid *Peter*; payable to *David*, or his Aſſigns, upon 3. weeks ſight, exchange at 176. gros, for each 6. gl. is—— 4090 . 8 —

gl. 15. 8. ſtuy. for charges done upon the receit of 12 Clothes, received by Shipper *J Charl.* to ſell for the account of dito *Jack*, viz.
6. Pieces Black, N°. G. } freight, and other charges paid
6. Pieces Tawny, N°. M. } by my Caſheere, are—— .. 15 . 8 —

gl. 15. 8. ſtuy. for the charges only tranſported from thence, becauſe each account ſhould bear its own burden, this being—— .. 15 . 8 —

gl. 2752. 4. 12. pen. and is for ſo much by my Caſheere received of him for this account, in full of *Warbirton* Wares, ſold the 25. of February; whereof gl. 10. 18. 12. pen. is for Banck-money at one *per Centum*, the ſum is—— 2752 . 4 12

gl. 996. 6. 8. pen. received as above in full payment, being for this account—— . 996 . 6 . 8

gl. 1042. 8. 12. pen. received as above in full payment of Wares for this account —— 1042 . 8 12

gl. 10. 18. 12. pen. and is for Banck-mony of gl. 1093. 13. ſtuy. at one *per Centum* made good unto me amongſt other monies, becauſe I received it out of Banck, the ſum is—— .. 10 18 12

gl. 65. 15. 8. pen. and is for the diſcount of gl. 1713. 8. 8. pen. rebated at 8. *per Centum, per Annum*, being—— .. 65 15 . 8

gl. 23. 13. 8. pen. for the diſcount of gl. 600. rebated at 8. *per Centum, per Annum* —— .. 23 13 . 8

gl. 25. 1. 4. pen. for the enſuing diſcounts, to wit: Of
gl. 432. 10. ſtuy. for 6. months, is—— gl. 16. 12. 8.
gl. 325. —for 4. months, is—— gl. 88. 12.
—— .. 25 1 . 4

gl. 53, 19. ſtuy. for the enſuing particulars: viz.
For Ware-houſe-room—— gl. 3. 10. —
For Brokerige at ½ ſtuy. —— gl. 8. 14. —
For Proviſion, at 2. *per Centum*—— gl. 41. 15. —
—— .. 53 19 —

gl. 22.

101. *To sell part of the Action that I have in the West-India-Company.*

The 29. Dito.

Sold unto *Jack Pudding* at London my Action that I had in the West-India-Company of this City with him; for which he is to allow me in present money, 215. *per Centum*, which I now Rescounter with him; being with that which he laid into the company, l. 1500. Flem. the whole with sale produceth —— 12450

Susanna Peters Orphans hath by my order remitted unto *Jack Pudding* at London, for the account of *Richard Warbirton* at Hull, l. 237.19.1. D sterl. payable at usance and 6. days, by *Bartel Bas*, exchange at 35. ß. is gl. 2498.10.12. pen. the rest my Casheere receiveth with gl. 10. forbearance, the whole being. —— 4590

gl. 22.14.4 pen. being for the over-plus that the commodities more yield than their first estimate was, producing—— .. 22 | 14 | 4

gl. 82.2. stuy. and is for so much lent him out of my Cash the 27. of January, and now taken in the same again, being—— .. 82 | 2 | —

gl. 53. 19. stuy. being for Ware-house-room, Brokerage, and Provision, taken into my particular Cash from his, producing— .. 53 | 19 | —

gl. 79.8. stuy. for the ensuing particulars: viz.
For Ware-house-room—— gl. 11.11.—
For Brokerage—— gl. 11.14.—
For Provision—— gl. 56. 3—
.. 79 | 8 | —

gl. 2487.12. stuy. and is for the neat proceed of 231. Piggs of Lead, made good to the said account, the sum is— 2487 | 12 | —

gl. 174.6. stuy. and is for so much lent unto him out of my Cash the 14. of January, and now taken in the same again, being— 174 | 6 | —

gl. 79.8 stuy. for Ware-house-room, Brocerage, and Provision, taken into my particulal Cash from his, producing— 79 | 8 | —

101. *To sell part of the Action*, &c.

The 29. Dito.

gl. 12450. for sale of an Action that I had with him in thirds in the said Company; for which he is to allow me in present mony 215. *per Centum*, which I now Rescounter with him, being with that which he laid into the Company, l. 1500. Flemish: the whole with sale produceth— 12450 | — | —

gl. 6450. being for my Action of 500. l. Flemish, which was ½ of our company Stock together in the said company; that he now maketh good to me at 215. *per Cent.* the sale produceth— 6450 | — | —

gl. 2498. 10. 12. pen. for l. 237. 19. 1. d. sterling, remitted by order unto *Jack Pudding* at London, exchange at 35. s. payable at usance by *Bartel Bas*, the sum is— 2598 | 10 | 12

120. *How to enter the gains made in the East or West-India-Company, for me, and others.*

The 5. of *April.*

The Governors of the West-India-company of this city do find, that by the Silver-fleet obtained by the General, *Peter Pieterſon Heyn*, each mans ſtock may be doubled, mine is l. 1200. which is-- 7200 — —

And for *Jack Pudding* at London, whoſe ſtock is 1650. l. Flem. the Augmentation is 9900 — —

Sold unto *Bonaventure Defforne*, by *Simon Sands*, and *Richard Rakes*, for their company account, 60. Pieces of Linnen, containing 2400. Ells, at 25 ſtuy. *per* Ell, paying now gl. 1200. the reſt upon 6. months, to rebate 3. mon. hence: the whole is 3120 — —

The 13. Dito.

Drawn upon *Jack Pudding* at London, and for his account, l. 411.2.2. D. ſterl. the value of my ſelf, payable at uſance, By, and Unto himſelf, for my account; I being for him a greater ſum out of Caſh, exchange 35. ß. 4. D. the part now drawn, is 4357 15 —

Remitted unto *Jack Pudding* at London, l. 177.14.2. D. ſterl. for the account of *Govert Golſton* at Hull, the value paid unto *Suſanna Peters Orphans*, to be re-paid in London by *Jacob van Holſt* upon uſance, and 7. days, being the mony of his in my hands, leſs 19. guilders 4. pen. detained for my proviſion, exchange 35. ß. 4. D. the whole is 1902 14 4

gl. 2091. 9. 4 pen. and is for ſo much received by my Caſheere in full payment, whereof gl. 10 is for forbearance, the ſum is—— 2091 · 9 · 4

gl. 2498. 10. 12 pen. for the ſame taken to my ſelf, becauſe I remitted him the ſame another way, being—— 2498 10 12

gl. 10. and is for forbearance of 4580. guilders, allowed me by agreement, I ſay—— · · 10 — —

102. *How to enter the gains*, &c.

The 5. of April,

gl. 7200. gained by the Silver-fleet, obtained by the General *Peter Pieterſon Heyn*; by which means each mans Stock may be doubled, mine is l. 1200. Flemiſh, which is—— 7200 — —

gl. 9900. gained, as above, by the Silver-fleet, his Stock being l. 1650. Flem. ſo that his Augmentation is—— 9900 — —

gl. 3120. for 60. Pieces, containing 2400. Ells, ſold by them unto him, paying now gl. 1200. the reſt upon 6. mon. to rebate 3. mon. hence; the whole at 25. ſtuyvers *per* Ell, is—— 3120 — —

gl. 1200. being by them received in part of the 60. Pieces of Linnen-cloth, the ſum is—— 1200 — —

The 13. Dito.

gl. 4357. 15. ſtuy. being for l. 411. 2. 2. D. ſterl. drawn upon him, and for his account: the value in mine own hands, payable at uſance, By, and Unto himſelf for my account, I being for him a greater ſum out of Caſh, exchange 35. 4. the part now drawn, is—— 4357 15 —

gl. 1902. 14. 4 pen. for l. 177. 14. 2. D. ſterl. remitted for him unto *Jack Pudding* at London by his order, the value paid unto *Suſanna Peters Orphans*, to be re-paid in London by *Jacob van Holſt* upon uſance, and 7. days, being all his monies in my hands, whereof I detain gl. 19. 4. pen. for my proviſion, exchange 35. 5 4. D. for the Remiſe, the whole is—— 2902 14 · 4

gl. 19.—4. pen. for my proviſion of the Remiſe of the gl. 1902. 14. 4. pen. is at one *per Centum*—— · · 19 — · 4

103. *How to book a dissolving Company that already is entred in your Books.*

Simon Sands, and *Richard Rakes* dissolve their company, who, for my Books and endeavour, pay me 150. Ricks Dollers, at 50. stuyvers, is ——— 375 —

103. *How to book a dissolving Company, &c.*

gl. 375. being for 150. Ricks Dollers, allowed me upon the dissolving of their company, for my books and endeavour; the same at 50. stuyvers *per* Doller, produceth ——— 375 — —

gl 375. for the above-named 150. Ricks Dollers allowed me, my receit at 50. stuyvers *per* Piece, is ——— 375 — —

gl. 1600. allowed me the 22. of January upon reason there expressed, but now writ back, the sum is ——— 1600 — —

gl. 4601.6.14.pen. for his part of mony by him brought into the company Stock, less gl. 198.13. 2. pen. (arising from the general in-brought Stock) being his part of gl. 375. allowed me, the remainer is gl. 3401.6.14.

More, for gl. 1200. received of *Bonaventure Dafforne*, being part of 60. Pieces of Linnen sold to him ——— gl. 1200. ——— 4601 · 6 14

gl 2580. for an Assignation payable by dito *Richard*, but now recharged, being ——— 2580 — —

gl. 2234. 10. stuy. for an Assignation payable by him, but now recharged, being ——— gl. 2235. 10. ———

More for his part gl. 1920. being a debt made upon his Linnen sold unto the said *Bonaventure* whereof *Rich. Rakes* beareth his share of gl. 338. 11. 10. pen. the part here is ——— gl. 1581. 8. 6. 3815 18 · 6

gl 3633.13.2.pen. for his part of mony brought into the company Stock, less gl. 176.6.14. pen. being his part of gl. 375. allowed me, the remainer is ——— 3633 13 · 2

gl. 4590. by him brought into company Stock, and now recharged again, being ——— 4590 — —

gl. 1200. by him brought in, as before, being ——— 1200 — —

gl. 338.

I have given order unto *Jack Pudding* at London, to make good upon my account the 398. l. 10. D. sterl. which I am out of Cash for company account; exchange at 35. ß. 4. D. is——— 4219 ·4 14

Ballance Company exchange.

Received by my Casheere of *Simon Snell*, by order of the Governour of the West-India-Company, for my part division of advance, at 20. *per Centum*, the sum of——— 2880 — —

And for the Advance of *Jack Pudding* at London, his principal remaining still good, the sum of——— 3960 — —

The 25. Dito.

Sold unto *David Darling* my Action in the West-India-Company of this City, being l. 2400. Flem. at 40. *per Cent.* advance, upon 3. and 3. mon. payment, the sum is——— 20160 — —

Remitted

	Guil	ſti	pe
gl. 338.11.10. pen. for his ſhare of the ſaid debt, ariſing partly, { from his part of advance upon ſold Linnen ——— gl. 162.4.12. / from his part of my proviſion ——— gl. 176.6.14.	338	11	10
gl. 720. gained by the ſale of 60. Pieces ———	720	—	—
gl. 182.16.4. pen. and is for his part of gains upon the ſaid account, being ———	·182	15	·4
gl. 162.4.12. pen. and is for his part of gains upon the ſaid account, being ———	·162	4	12
gl. 10814.10. ſtuy. and is for his brought in Stock writ back upon his proper credit, being ———	10814	10	—
gl. 9600. and is for his brought in Stock, writ back unto his proper credit, being ———	9600	—	—
gl. 4219.4.14. pen. for l. 398.10. D. ſterl. ordered him to make good upon my account; I being ſo much out of Caſh for company uſe: exchange at 35. ß. 4. D. is ———	4219	·4	14
gl. 71.4.15. pen. being for his half of exchange, gained upon the ſame ———	71	4	15
gl. 71.4.15. pen. for my one half of the advance, gained by the Exchange, it being ———	71	4	15
gl. 2880. and is for ſo much received by my Caſheere of *Simon Snell*, by order of the Governor of the Weſt-India-compa. of this city, being for my part diviſion of advance, at 20. *per* C. the ſum is ———	2880	—	—
gl. 3960. and is for his part advance, his principal remaining good ſtill; the now received ſum for him is ———	3960	—	—

The 25. Dito.

gl. 20160. being for my Action of l. 2400. Flem. ſold unto him upon 3. and 3. months payment; the ſum at 40. *per Centum* advance, produceth ———	20160	—	—
gl. 4352.			

Remitted unto *Peter Brasseur* at Dansick, for our Company each ½, Florines 4835. 19. 3. Polish, in Bills of *Frederiek Barentson*, payable at 3. weeks sight, by *Barent Brown* unto the said *Peter*, at 200. gros, for each 6. gl. my Casheers payment is—— 4352 · 1 8

Shipt unto Dansick (the Market here being low) by Shipper *Jasper Snell*, 12. English Clothes, received the 22. of March, the same I have consigned unto *Peter Brasseur*, there to be sold for the Owners account, of the which I am to keep Book between both; Custom, and other Charges paid by my Casheere, is—— · · 35 · 8 —

The 7. of May.

Received by my Casheere of *David Darling* the 3000. Florines of the 11. of February, being at 90. D. Flem. gl. 7650. the remainer is for a Bill of Flor. 215. 19. 3. Polish, which *Peter Brasseur* at Dansick remitted me for our Company account, each ½, at 202. gros; out of which remise, by order of dito *Peter*, I make good gl. 403. 8. stuy. unto *Jack Pudding* at Hambrough; that being *Peters* gains upon the said exchange: the whole receit is—— 7476 16 —

Writings received this day from *Jack Pudding* at London, wherein he ordereth me to transport unto *David Darling* all what belongeth unto the said *Jack*, which according to his order I effect.

The end of the second Waste-book.

N°.——B.

1634.

	Guil	ſti	pe
gl 4352.1.8.pen. and is for Florines 4835.19. 3. Poliſh, remitted him in Bills of *Frederick Barentſon*, payable at 3. weeks ſight, unto the ſaid *Peter* by *Barent Brown*, at 200. gros, for each 6. gl. my Caſheers payment is	4352	1	8
gl. 35. 8. ſtuy. and is for charges done upon the ſhipping of 12. Clothes received the 22. of March; ſhipt, as above, by *Jaſper Snell*, unto the ſaid *Peter*, to ſell for the account of *Ja. Pudding*, becauſe the Market here was low; of which proceedings I am to keep book between both; cuſtom, and other charges paid by my Caſheer, is	35	8	—
gl. 35. 8. ſtuy. and is for the above-named charges, re-writ only for to clear the ſaid Cloth account, and diſcharging Caſh, the ſumme is	35	8	—
gl. 35. 8. ſtuy. re-writ unto his ready-mony account, to be made me good there preſently, in reſpect of the Reſcounter, the ſaid ſumme is	35	8	—
The 7. of May.			
gl. 6750. and is for ſo much by my Caſheere received of *David Darling* for 3000. Florines, delivered unto him the 11. of February, the ſame at 90 d. Flemiſh for each Florine produceth	6750	—	—
gl. 726. 16. ſtuy. and is for an exchange of Florines 815.19.3. Poliſh, remitted me for our company, at 202. gros: the ſumme now received of *David Darling* produceth	726	16	—
gl. 403. 8. ſtuy. and is for ſo much by order of dito *Peter* made good upon the ſaid account, that being *Peters* gains upon the ſaid exchange, and produceth unto	403	8	—
gl. 3375. and is for his one half of gl. 6750. by me received of *David Darling* for our company uſe, his part produceth	3375	—	—
gl. 71.4.15.pen. and is for ſo much paid unto *David Darling* in full of the ready-mony which I had of his in my hands, being the conclude of the ſaid account	71	4	15
gl. 23250. and is for 3300. l. Flemrſh, which he hath in the ſaid company, the ſame by his order I tranſport unto *David Darling*, producing	23250	—	—

PROCEEDING-LEARNER,

IN the former *Waſte-Book* you have 78. *Titles of* (*moſt all*) *ſeveral varieties, each differing from the other, for exerciſe of your beginning; and them again made ſo plain, that a mean capacity may be Maſter of the matter: ſo that your apprehenſion is no way burthened, but rather by the pleaſant paſſages allured forward. In this ſecond Waſte-Book is far more nice matter to worke upon than in the former; ſo that, as your Knowledge increaſeth, your Studies occaſions augment a freſh; the more you are experienced in this Books proceeding; proceeding you find new matter to work upon, for your further experiences augmentation. And having well underſtood the former Inſtructions, you may* (*through* Self-conceit) *ſuppoſe that you are able to manage the Booking of all Traffick Affairs, and ſo to leave your Study. But try your ſtrength upon this ſecond parts paſſages, and you will find your ability unable of your ſelf to undergo the Task; therefore cleave cloſe to the Work until the full finiſhing, and you ſhall be able to judge of the*

End.

Alphabet,

ALPHABET,
Shewing the Names and Titles of the brief Contents of each particular Leager-account, arising from this second Waste-Book.

A.

B.

Bank——— fol. ..1:
Bonaventure Dafforn, for *Simon Sands*, and *Richard Rakes* —— fol. ..7:
Ballance——— fol. ..9:

C.

Cash——— fol. ..1:
Cambrix-cloth——— fol. ..2:

D.

David Darling——— fol. ..4:

E.

Expences General——— fol. ..6:

F.

Franckford Exchange, for the company of *Jack Pudding* at *Hambrough*, and me, each one half——— fol. ..8:

G.

Govert Golston at *Hull*, his account of Commodities——— fol. ..5:
Dito his account Currant——— fol. ..5:
Dito his account of Cash——— fol. ..5:
Governour, and Assistants of the West-India-Company of this City for the proper account of *Jack Pudding* at *London* —— fol. ..8:
Governour, and Assistants of the West-India-company of this City-fol. ..8:

H.

J.

Jack Pudding at London my account of Ready-mony——fol. ..2:
Dito his account of Ready-mony——fol. ..2:
Dito his account of Rye——fol. ..4:
Dito his account of Time——fol. ..4:
Dito my account of Time——fol. ..5:
Dito my account by him in company——fol. ..7:
Dito his account in the West-India-company of this City——fol. ..8:
Dito his account by me in company——fol. ..9:
Dito his account of English-cloth——fol. ..9:
Dito his account at *Dansick*, in the administration of *Peter Prasseur*-fol. ..9:

J. P. H.

Jack Pudding at *Hambrough*, his account of Ready-money——fol. ..4:
Dito his account of Time——fol. ..4:
Dito his account by me in company——fol. ..6:

K.

L.

Linnen for the company of *Jack Pudding* at *Hambrough*, and me, each one half——fol. ..5:

M.

Matthew Masters at *Hull* his account of commodities——fol. ..2.
Dito his account Currant——fol. ..3:

N.

O.

P.

Profit and Losse——fol. ..3:
Peter Brasseur at *Dansick* my account by him in company——fol. ..7:

Q.

R.

Rye——fol. ..1:
Richard Warbirton at *Hull*, hic account of Lead——fol. ..5:
Dito his account of Cash——fol. ..5:
Rye in company $\frac{2}{3}$ for *Jack Pudding* at *Hambrough*, and $\frac{1}{3}$ for me--fol. ..6:
Richard Rakes his account proper——fol. ..7:
Richard Warbirton at *Hull*, his account Currant——fol. ..6:

Stock

S.

Stock—— —— —— —— —— —— —fol. ..1:
Suſanna Peters Orphans—— —— —— —— ——fol. ..2:
Simon Sands,and *Richard Rakes*, their account of Profit and Loſs--fol. ..6:
Dito his aocount proper—— —— —— ——fol. ..7:
Dito their Stock in company—— —— —— —— —fol. ..7:
Dito their Voyage to *Hambrough*, conſigned to *William Wilſon*-—fol. ..8:
Dito their company Caſh—— —— —— —— ——fol. ..9:
Dito their company Banck—— —— —— —— ——fol. ..9:
Dito their company Linnen—— —— —— —— —fol. ..9:
Stock particular in the Weſt-India-company of this City-— —fol. ..8:
Dito, being $\frac{2}{3}$ for *Jack Pudding* at *London*, and $\frac{1}{3}$ for me— —fol. ..8:

T.

Thomas Stern at *London*, his account Currant—— —— —fol. ..3:

V.

Voyage to *London*, conſigned for my account to *Jack Pudding*—fol. ..2:
Voyage to *London*,conſigned to *Jack Pudding*,being in company for *Jack Pudding* at *Hambrough*, and me each one half—— —fol. ..6:

W.

Wine proper—— —— —— —— —— —— —fol. ..1:
Wine for the company of *Jack Pudding* at *Hambrough*, and me, each one half—— —— —— —— —— —— —fol. ..6:

X.

Y.

Z.

Now followeth the brief Contents of each particular Leager Account, ariſing from this ſecond Waſte-Book.

Debitor.

24	October		27153	8			
22	December		18900	7			
5	January	1634	1698		8		
—	Dito		11332	5			
31	Dito		1450				
22	March		82	2			
—	Dito		53	19			
—	Dito		174	6			
—	Dito		79	8			
29	Dito		2091	9	4		
—	Dito		2498	10	12		
13	April		19		4		
19	Dito		375				
—	Dito		2880				
—	Dito		3960				
7	May		6750				
—	Dito		726	16			
			80224	11	12		

Creditor.

12	November		68	6			
27	Dito		211	14			
—	Dito		76	18	8		
—	Dito		84		8		
3	December		38	6	8		
15	Dito		362				
22	Dito		356	10			
26	Dito		21	1			
14	January	1634	13066	19			
17	Dito		5160				
18	Dito		800				
22	Dito		75				
31	Dito		15900				
6	February		345				
10	March		174	6			
18	Dito		82	2			
22	Dito		15	8			
25	April		4352	1	8		
—	Dito		35	8			
7	May		71	4	15		
8	Dito		38928	5	13		
		Summe	80224	11	12		

1633. *Banck.*

24	October		5555	2			

11	February	1634	2218	2	4		
8	May		3336	18	12		
		Summe	5555	2			

1633. *Rye.*

		L.	M.	Sc.			
24	October	18	7		1533	15	8

22	January	1634	18	7		1533	15	8

Wine.

		B.			
24	October	15	1260		

22	January	1634	B. 15	1218		
8	May			42		
		Summe B.	15	1260		

Stock.

24	October		2377	18			
8	May	1634	68407	7	9		
		Summe	70785	5	9		

24	October		27153	8			
—	Dito		5555	2			
—	Dito		1533	15	8		
—	Dito		1260				
—	Dito		2600				
—	Dito		440				
—	Dito		713	14	8		
—	Dito		2648	6	8		
8	May	1634	28880	19	1		
		Summe	70785	5	9		

24	October				2600	—	—	9	January	1634.	5550	—	—
·8	May	1634			3950	—	—						
		Summe gl.			6550	—	—						

1633. *Cambrix-Cloth.*

			Ps								Ps		
24	October		11	440	—	—	8	May	1634.		11	440	—	—

1633. *Susanna Peters Orphans.*

24	October			·713	14	8	27	November			6007	·4	—
15	November			4685	—	—		Dito			·486	10	—
—	Dito			2080	—	—		Dito			·342	15	—
20	Dito			5045	—	—	·3	December			8764	·5	—
20	Dito			4775	—	—	·5	January	1634.		1698	—	8
·2	March	1634.		4580	—	—	29	March			2498	10	12
29	Dito			··10	—	—		Dito			2091	·9	4
		Summe		21888	14	8			Summe		21888	14	8

1634. *Jack Pudding at* London *my account of Ready-mony.*

			L.	sh.	d.						L.	sh.	d.			
24	October.		264	16	8	2648	·6	8	31	October	208	·1	2	2309	·9	—
·9	January	1634.	385	—	—	3850	—	—	11	February	1634.	·400	—	—	4000	—	—
10	March		270	—	—	2700	—	—	10	March		·308	—	10	3511	15	—
13	April		411	·2	2	4357	15	—	·8	May		·812	17	8	8128	19	—
19	Dito		398	—	10	4219	·4	14		Summe sterl.		1728	19	8	17950	·3	—
·8	May					·174	16	10									
	Summe sterl.		1728	19	·8	17950	·3	—									

1633. *Jack Pudding at* London, *his account of Ready-mony.*

31	October			2309	·9	—	24	October			2377	18	—
—	Dito			··31	·2	8	22	December			6075	·7	—
15	December			·362	—	—	·5	January	1634.		4000	—	—
26	Dito			222	11	—	13	April			4357	15	—
·5	January	1634.		103	18	—	19	Dito			··71	·4	15
·2	March			4341	·3	8	19	Dito			3960	—	—
10	Dito			6900	—	—			Summe		20842	4	15
22	Dito			··15	8	—							
29	Dito			6450	—	—							
25	April			··35	·8	—							
·7	May			··71	·4	15							
		Summe		20842	4	15							

1633. Matthew Masters *at* Hull, *his account of Commodities.*

			K.	D.	C.						K.	D.	C.			
12	November		80	50	20	··68	·6	—	15	November	·70	25	10	4685	—	—
27	Dito		—	—	—	486	10	—	20	Dito	·70	25	10	5045	—	—
—	Dito		60	—	—	··76	18	8		Summe K.	140	50	20	9730	—	—
—	Dito		—	—	—	208	·7	—								
—	Dito		—	—	—	8889	18	8								
		Summe K.	140	50	20	9730	—	—								

31	January			100			31	October 1633.		31	2 8
28	February			1000			27	November		60	
19	April			1600				Dito		208	7
28	May			42				Dito		149	6 8
	Dito			28880	19	1	3	December		87	7
		Summe		31622	19	1	26	Dito		201	10
								Dito		415	16
							18	January 1634.		43	8 8
							22	Dito		1600	
							6	February		480	
							11	Dito		22	8
								Dito		1559	6 12
							2	March		212	10
							22	Dito		53	19
								Dito		79	8
							29	Dito		10	
							5	April		7200	
							13	Dito		19	4
							19	Dito		375	
								Dito		71	4 15
								Dito		2880	
							8	May		3950	
								Dito		174	16 10
								Dito		1307	10
								Dito		403	8
								Dito		337	10
								Dito		6240	
								Dito		3450	
									Summe gl.	31622	19 1

1633. Thomas Stern *at* London, *his account Currant.*

27	November			6007	4		15	November		2080	
	Dito			211	14		20	Dito		4775	
	Dito			60					Summe gl.	6855	
	Dito			342	15						
	Dito			84		8					
	Dito			149	6	8					
		Summe gl.		6855							

1633. Matthew Masters *at* Hull, *his account Currant.*

3	December			8764	5		27	November		3889	18 8
	Dito			38	6	8					
	Dito			87	7						
		Summe gl.		8889	18	8					

1633. **David Darling.**

27	November			6007	·4		27	November			6007	·4	
26	December			10075	·7		22	December			18900	·7	
—	Dito			20415			·5	January	1634.		11332	·5	
·8	February	1634.		·250			—	Dito			·103	18	
11	Dito			3834	·8	12	—	Dito			·153	17	
—	Dito			2218	·3	4	·8	February			1000		
—	Dito			··22	·8		11	Dito			6075		
25	Dito			2807	·1	8	22	March			2752	·4	12
—	Dito			1020			—	Dito			·996	·6	8
22	March			4090	18		—	Dito			··65	15	8
—	Dito			··10	18	12	—	Dito			··23	13	8
25	April			20160			·8	May			23500	18	
		Summe		70911	·9	4			Summe gl.		70911	·9	4

1633. *Jack Pudding at* London, *his account of Rye,*

		Lasts.	M.	Sc.					Lasts.	M.	Sc.		
15	December	40			362			15	December			362	
22	Dito		·2	·9	10075	·7		22	Dito		42	·9	10075	·7	
—	Dito				··21	·1		26	Dito				·222	11	
—	Dito				·201	10			Summe Lasts				10659	18	
	Summe Lasts	42	·9		10659	18									

1633. *Jack Pudding at* Hambrough, *his account of Ready-money.*

22	December			356	10		22	December			12825		
26	Dito			415	16		·5	January	1634.		7590		
·5	January	1634.		153	17		31	Dito			1350		
—	Dito			13066	19		·6	February			·590		
—	Dito			··43	·8	8	·2	March			1250		
22	Dito			3700	·5	3	·7	May			·403	·8	
31	Dito			1250			—	Dito			3375		
—	Dito			··37	10				Summe		27383	·8	
·6	February			··37	10								
11	Dito			1784	18	5							
·8	May			6536	14								
		Summe gl.		27383	·8								

1633. *Jack Pudding at* Hambrough, *his account of Time.*

22	December			12825			22	December			30415		
·5	January	1634.		7590									
		Summe		30415									

1633. *Jack Pudding at* London, *his account of Time.*

22	December			6075	·7		22	December			10075	·7	
·5	January	1634.		4000			10	March	1634.		6900		
22	February			·900					Summe		16975	·7	
25	Dito			6000									
		Summe		16975	·7								

Jack Pudding at London, *my account of Time.* 1634.

		L.	sh.	d.				L.	sh.	d.
9	January	655			6550	9	January	385		3850
						10	March	270		2700
							Summe	655		6550

1634. Richard Warbirton *at* Hull, *his account of Lead.*

		Ps.						Ps.			
14	January	231		174	6		25 February	231		2807	1 8
22	March			65	15	8					
	Dito			79	8						
	Dito			2487	12						
	Summe	231		2807	1	8					

1634. Richard Warbirton *at* Hull, *his account of Cash.*

14	January		174	6		14	January		174	6	
22	March		2752	4	12	2	March		79	8	
	Summe	2926	10	12			Dito		174	6	
						29	Dito		2498	10	12
							Summe	2926	10	12	

1634. Govert Golston *at* Hull, *his account of Commodities.*

		D.	K.					D.	K.		
17	January	20	40	1880		25	February	10	20	1020	
	Dito			82	2		Dito	10	20	1067	10
22	March			23	13	8	Summe	20	40	2087	10
	Dito			25	1	4					
	Dito			53	19						
	Dito			22	14	4					
	Summe	20	40	2087	10						

1634. Govert Golston *at* Hull, *his account Currant.*

13	April	1902	14	4	17	January	1880		
					22	March	22	14	4
						Summe	1902	14	4

6134. Govert Golston *at* Hull, *his account of Cash.*

17	January	82	2		17	January	82	2	
22	March	996	6	8	22	March	53	19	
	Dito	1042	8	12		Dito	82	2	
	Summe	2120	17	4	13	April	1902	14	4
						Summe	2120	17	4

1634. *Linnen for the Company of Jack Pudding at* Hambrough, *and me, each one half.*

		Ps.					Ps.		
22	Jahuary	258	5160		31	January	58	1450	
6	February		480			Dito	50	1250	
	Dito		360		6	February	100	2000	
	Summe Pieces	258	6000			Dito	50	1300	
						Summe	258	6000	

		L.	M.						L.	M.			
22 January		18	·7	1533	15	8	11 February		18	·7	3834	·8	12
11 February				1559	·6	12							
Dito				·741	·6	8							
Summe L.		18	·7	3834	8	12							

1634. Wine for the company of Jack Pudding at Hambrough, and me, each one half:

		B.						B.			
22 January		15	1218			·8	May	15	1218		

1634. Jack Pudding at Hambrough, his account by me in Company.

31 January		1350			22 January		3700	·5	3	
·6 February		·590			·6 February		··37	10		
·2 March		1250			Dito		·360			
·7 May		3375			11 Dito		·741	·6	8	
·8 Dito		·609			Dito		1784	18	5	
Summe		7174			·2 March		·212	10		
					·8 May		·337	10		
					Summe		7174			

1634. Simond Sands, and Richard Rakes in Company, their account of Profit and Loss.

22 January		1600			19 April		1600			
19 April		·375			Dito		·720			
Dito		182	15	4	Summe		2320			
Dito		162	·4	12						
Summe		2320								

1634. Expences General.

31 January		800			31 January		100			
18 March		345			Dito		·37	10		
Summe		1145			·6 February		·37	10		
					·8 Dito		250			
					18 March		720			
					Summe		1145			

1634. Voyage to London, consigned to Jack Pudding, being in Company for Jack Pudding at Hambrough and me, each one half.

6 February		2000			·2 March		2500			
Dito		··75								
2 March		·212	10							
Dito		·212	10							
Summe		2500								

Fol. 7. *Jack Pudding at* London, *my account by him in Company.*

·6	February			1300			18	March		5145	
	Dito			··37	10						
·2	March			2500							
·8	May			1307	10						
		Summe		4145							

1634. Simond Sands, *and* Richard Rakes, *their Company Stock.*

10	March			·585	10		·8	February		11400	
19	April			14810	10			Dito		7800	
	Dito			9600			·2	March		1800	
		Summe gl.		21000					Summe	21000	

1634. Simon Sands *his account Proper.*

·8	February			11400			10	March		3600	
25	Dito			1067	10			Dito		2400	
19	April			4601	·6	14		Dito		2580	
	Dito			2580				Dito		2234	10
	Dito			3815	18	6		Dito		·585	10
		Summe		23464	15	4	22	March		1042	·8 12
								Dito		··25	·1 4
							19	April		·182	15 4
								Dito		10814	10
									Summe	23464	15 4

1634. Richard Rakes *his account Proper.*

·8	February			7800			·2	March		3810	
·2	March			1800				Dito		1200	
10	Dito			2580				Dito		4590	
19	April			3633	13	2	19	April		2580	
	Dito			4590				Dito		·162	·4 12
	Dito			1200				Dito		9600	
	Dito			·338	11	10			Summe gl.	21942	·4 12
		Summe gl.		21942	·4	12					

1634. Bonaventure Dafforn *for* Simon Sands, *and* Richard Rakes.

10	March			2234	10		·5	April		1200	
·5	April			3120			19	Dito		3815	18 6
		Summe		5354	10			Dito		·338	11 10
									Summe gl.	5354	10

1634. Peter Brasseur *at* Dansick, *my account by him in Company.*

			Flor.						Flor.			
11	February		4080		4000		·2	March	4100		4341	·3 8
25	April		4835	19	·34352	·1 8	22	Dito	4000		4090	18
·7	May				·403	·8	·7	May	·815	19	·3 ·726	16
·8	Dito				·403	·8		Summe Flor.	8915	19	·3 9158	17 8
		Summe Flor.	8915	19	·39158	17 8						

Franckford *Exchange for the Company of Jack Pudding at* Hambrough *and me, each one half.*

		Flor.	K.	D.					Flor.	K.	D.	
11	February	3000			6075		7	May	3000			6750
8	May				337	10						
	Dito				337	10						
	Summe Flor.	3000			6750							

1634. *Stock particular in the West-India Company of this City.*

		L.	sh.	d.					L.	sh.	d.	
22	February	1000			6000		25	April	2400			20160
18	March	200			720							
5	April	1200			7200							
8	May				6240							
	Summe L.	2400			20160							

1634. *Governour, and Assistants of the West-India-Company of this City for the proper account of Jack Pudding at* London.

		L.	sh.	d.					L.	sh.	d.	
10	March	150			900		7	May	3300			23250
29	Dito	1500			12450							
5	April	1650			9900							
	Flem. L.	3300			23250							

1634. *Governour, and Assistants of the West-India-Company of this City.*

				22	February		6000	
10	March		15900		Dito		900	
				25	Dito		9000	
					Summe		15900	

1634. *Jack Pudding at* London, *his account in the West-India-Company of this City.*

		L.	sh.	d.					L.	sh.	d.	
7	March	3300			23250		25	February	1000			6000
							10	March	150			900
							29	April	500			6450
							5	Dito	1650			9090
								Summe Flem. L.	3300			23250

1634. *Stock in the West-India-Company of this City, being two thirds for Jack Pudding at* London, *and one third for me.*

		L.	sh.	d.					L.	sh.	d.	
5	February	1500			9000		29	March	1500			12450
8	May				3450							
	Flem. L.	1500			12450							

1634. Simon Sands, *and* Richard Rakes, *their Voyage to* Hambrough, *consigned to* William Wilson.

2	March				4590		19	April				4590

Fol.9. *Jack Pudding at* London, *his account by me in Company.* 1634.

		L.	sh.	d.					L.	sh.	d.			
10	March	308	—	10	3511	15	—	2 March	400	—	—	4580	—	—
18	Dito	490	—	—	5145	—	—	19 April	398	—	10	4219	·4	14
19	April	—	—	—	··71	·4	15	Summe ſter.L.	798	—	10	8799	·4	14
—	Dito	—	—	—	··71	·4	15							
	Summe ſter.L.	798	—	10	8799	·4	14							

1634. Simon Sands, *and* Richard Rakes, *their Caſh.*

·2	March	—	—	—	3910	—	—	19	April	—	—	—	·375	—	—
10	Dito	—	—	—	3600	—	—	—	Dito	—	—	—	4601	·6	14
·5	April	—	—	—	1200	—	—	—	Dito	—	—	—	3633	13	2
		Summe	—	—	8610	—	—			Summe	—	—	8610	—	—

1634. Simon Sands, *and* Richard Rakes, *their Banck.*

·2	March	—	—	—	1200	—	—	19	April	—	—	—	1200	—	—

1634. Simon Sands, *and* Richard Rakes, *their Linnen.*

		Aun.	Ps						Aun.	Ps			
10	March	2400	60	2400	—	—	5	April	2400	60	3120	—	—
19	April	—	—	·720	—	—							
	Summe	2400	60	3120	—	—							

1634. *Jack Pudding at* London, *his account of Engliſh-Cloth.*

		Ps					Ps			
22	March	12	15	·8	—	22	March	—	15	8	—
25	April	—	35	·8	—	25	April	12	35	8	—
	Summe Pieces	12	50	16	—		Summe Pieces	12	50	16	—

1634. Richard Warbirton *at* Hull, *his account Currant.*

19	March	—	—	—	2498	10	12	22	March	—	—	—	10	18	12
								—	Dito	—	—	—	2487	12	—
										Summe	—	—	2498	10	12

1634. *Jack Pudding at* London, *his account at* Danſick *in the Adminiſtration of* Peter Braſſeur.

25	April	—	—	—	·35	·8	—	25	April	—	—	—	·35	·8	—

1634. *Ballance.*

·8	May	—	—	—	23500	18	—	8	May	—	—	—	6536	14	—
—	Dito	—	—	—	8128	19	—	—	Dito	—	—	—	·609	—	—
—	Dito	—	—	—	·440	—	—	—	Dito	—	—	—	68407	·7	9
—	Dito	—	—	—	1218	—	—					Summe	75553	·1	9
—	Dito	—	—	—	3336	18	12								
—	Dito	—	—	—	38928	·5	13								
			Summe	—	75553	·1	9								

HERE FOLLOWETH

THE

FACTOR-BOOK.

ANNO 1634.

IN

AMSTERDAM.

Guil. Stiv.

Matthew Masters at *Hull*, his account of Devonshire-Kersies, is Debitor, for charges of 60. Pieces, received by Shipper *Jacob Snell*, Master of the Black-Cock of *Sardam*: to wit.

20. Pieces of Blew-lists, A. B. cost 30. sh. sterlings.
20. Dito —— Red-lists, B. C. cost 39. sh. sterlings.
20. Dito —— C. D. cost 40. sh. sterlings.

Custome, at 3¼ stuyvers, is —— —— gl. 9.15.—		
Freight, at 7½ stuyvers, is —— —— gl. 22.10.—		
Averige paid for my part —— —— gl. 1.12. 8.		
Pilot, Prime, and Pale-money —— —— gl. —18. 8.		
Lighteridge from the Hoye —— —— gl. —17.—		
Boatage, and Porterage to the Ware-house —— gl. —15.—		
Brokeridge, at ½ stuyv. for each 6. gl. —— —— gl. 9.17.—		46.5.—
Ware-house-room, at 1. stuyver *per* Piece —— gl. 3.—.—3		50.8.—
Provision, at 2. *per Cent.* is —— —— gl. 47. 8.—5		
More, for the Neat remainer due to him, and made good unto the account of dito *Matthew* upon the days of their Sales, as by the account may appear, being —— —— ——		2154.17.—
Summe ——	gl.	2251.10.—

Many men transport no part of charges into the Leager, until the same be wholly finished; and that is done for the avoiding of writing: yet they enter the parcel upon the date of the receit thereof both into their Journal, and Leager, leaving a Blanck for the Money.

I commend it not; for the Cash-book cannot be transported to new Leaves, but likewise with Blancks.

Matthew Maſters at *Hull*, his account of *Devonſhire*-Kerſies, is Creditor, for the enſuing Sales: *viz.*

15 Dito—To *Suſanna Peters Orphans* upon 6. months diſcount, Broker, *Thomas Loan.*

10. Pieces of Blew-liſts, A. B. at 36.—— —gl. 360.—.—
10. Dito—of Red-liſts, B. C. at 38.—— —gl. 380.—.—
10. Dito—of Red-liſts, C. D. at 40.—— —gl. 400.—.—

30. Kerſies amount upon 6. months time to —gl. 1140.—.—
Diſcount for 6. mon. at 1. ſtuyver *per* gl. is——gl. 57. Reſt 1083 — —

20 *November*—To the ſaid *Orphans*, upon 6. months diſcount; Broker, *Jooſt Lambertſon.*

10. Pieces of Blew-liſts, A. B. at 38. ſh.——gl. 380.—.—
10. Dito—of Red-liſts, B. C. at 40.—— —gl. 400.—.—
10. Dito—of Red-liſts, C. D. at 45.—— —gl. 450.—.—

30. Kerſies, producing upon 6. months time—gl. 1230.—.—
Diſcount, at one ſtuyver *per* gl. is—— ——gl. 61. 10. Reſt 1168 10 —
Summe— gl. 2251 10 —

Thus do ſome men frame their Factor-accounts, deducting the Diſcount in the Credit-ſide, becauſe the Debit-ſide runs deepeſt in reſpect of the diverſity of the charges; as partly *per Contr.* may appear: and if the Diſcounts were charged in Debit, they would run far deeper. Each his pleaſure.

Thomas Stern at *London*, his account of Merchandizes, is Debitor, for charges of 120. Kerſies, and 83. Dozens, received by the Allathia of *London*, *William Crew*, Maſter, to wit.

40. Kighlyes, D. E. 19. yards, coſt 25. ſh. ſterlings.
40. Dito——E. F. 18. yards, coſt 26. ſh. ſterlings.
40. Dito——F. G. 19. yards, coſt 27. ſh. ſterlings.

83. Dozens——— ——coſt 42. ſh. ſterlings.

	Cuſtom, at 3. ſtuyvers *per* Piece, is———	——gl. 18.—.—			
	Freight of Dozens, at 4½ ſtuyvers———	——gl 18.13. 8.			
	Freight of Kerſies, at 2½ ſtuyvers———	——gl. 15.—.—			
	Pilotage, Prime, and Pale-money———	——gl. 1.17.—			
	Boatage, and Labourers to Ware-houſe——	—gl. 1.19.—			
				55	9 8
15	Dito—Diſcount of gl. 2080. to *Suſanna Peters Orphans* ——	——		104	— —
20	Dito—Diſcount of gl. 4775. to *Suſanna Peters Orphans* ——	——		238	15 —
	Brokeridge, at ½ ſtuyver for each 6. gl.————	gl. 28.11.—			
	Ware-houſe-room of Kerſies, at 1. ſtuy. *per* Piece-	gl. 6.—.—			
	Ware-houſe-room of Dozens, at 1½ ſtuy *per* Piece	gl. 6. 4. 8			
	Proviſion of Sales, at 2. *per Cent.*———	——gl. 137. 2.—			
				177	17 8
	More, for the Netto remainer of this account, being already upon the days of their Sales made good unto his account, being———			6278	18 —
		Summe—	gl	6855	— —

Guilders Stivers Pe

Thomas Stern at *London*, his account of Merchandizes, is Creditor for the ensuing Sales.

15 Dito. To *Susanna Peters Orphans*, at 6. months discount; Broker, *Thomas Loan*.

40. Kighleys, D. E. at 25. gl. is—— ——gl. 1000.
40. Dito—— F. G. at 27. gl. is—— ——gl. 1080. —— 2080 — —

20 Dito. To the said *Orphans*, at 6. months discount; Broker, *Joost Lambertson*.

40. Kighleys, E. F. at 26. gl. is—— ——gl. 1040.
83. Dozens— —at 45. gl. is—— ——gl. 3735. —— 4775 — —

Summe— gl. 6855 — —

In form, as this, ought each Parcel of received Goods to be entred, in respect of each particular Charges, and Sales; and so with the Owners Running account, to be sent unto him, the which will be very acceptable: for then at Home he can see what is Gained or Lost by each particular Parcel.

Matthew Meſters at *Hull*, his account of Commodities, is Debitor.

12 *November*---for charges done upon 80. Kerſies, 50. Dozens, and 20. Engliſh Clothes, received by *John Dickinſon*, Maſter of the Gray-hound of *Hull*, to wit.

40. Kighleys, M. R. coſt 39. ſh. ſterlings.
40. Dito——L. T. coſt 31. ſh. ſterlings.

Cuſtom of Kerſies, at 3. ſtuyvers	gl	12.—.—		
Freight of Kerſies, at 3. ſtuyvers	gl.	12.—.—		
Freight of Dozens, at 4½. ſtuyvers	gl.	11. 5.—		
Freight of Clothes, at 8. ſtuyvers	gl.	8.—.—		
Prime, Pale, and Fire-money	gl.	2.15.—		
Averige, and Pilotage	gl.	15.—.—		
Boatage, and Porterage	gl.	7. 6.—		
			68.	6.—
15 Dito—Tranſported to the account of dito *Matthew*, fol.			3545	—.—
20 Dito—Tranſported to the account of dito *Matthew*, fol.			3815	—.—
Brokerage, at ½ ſtuyv. for each 6. gl, fol.			..30	13. 8
Ware-houſe-room of Kerſies, at 1. ſtuyver *per* Piece	gl.	4.—.—		
Of Dozens, at 1½ ſtuyver	gl.	3.15.—		
Of Clothes, at 3. ſtuyvers	gl.	3.—.—		
Proviſion, at 2. *per Cent.* for Sales	gl.	147. 4.fo.		
			: 157	19.—
	Summe	gl.	7616	18. 8

				Guil	sti pe
	Matthew Maſters at *Hull*, his account of Commodities, is Creditor.				
12	*November*---for charges tranſported out of the Debit of his account to Leager fol.			68	6 —
15	Dito—ſold to *Suſanna Peters Orphans* upon 6. months diſcount, Broker, *Thomas Loan*.				
	20. Kighlies—M. R. at 29.	gl. 580.			
	20. Dito—L. T. at 31.	gl. 620.			
	28. Dozens—at 45.	gl. 1125.	—	3545	— —
	10. Clothes—at 122.	gl. 1220.			
20	Dito—ſold to *Suſanna Peters Orphans* upon 6. months diſcount, Broker, *Jooſt Lambertſon*.				
	20. Kighlies—M. R. at 29.	gl. 580.			
	20. Dito—L. T. at 31.	gl. 620.			
	25. Dozens—at 45.	gl. 1125.	—	3815	— —
	10. Clothes—at 149.	gl 1490.			
—	Dito—for charges in Debit of this account tranſported to the Leager fol.			188	12 8
		Summe—	gl	7616	18 8

The former Inſtances upon Folio 1. and 2. are true Copies of Accounts, as they ought to be ſent to the Owners;

But
This form here upon Folio 3. is the true Carriage of a Factor-book, though it have more writing than the former.

Again,
Thus will your accounts of Commodities be in your Leager, when you keep for any man, for whom you deal, an account of Time, and Ready-money.

Jack Pudding at *Hambrough*, his account of Merchandize, is Debitor.

15 *December*, for charges of 6. Bales of Pepper, and 4. Barrels of Couchaneille, received by *Peter Claſon* Viſcher, to ſell for the account of dito *Pudding*: to wit,
6. Bales, N°. 11. 12. 13. 14. 15. 16.
4. Barrels, N°. 17. 18. 19. 20.

			Guil	Stiv	pe
	Frieght of the above-ſaid—— —— ——gl. 130. 7.—				
	Prime, Pale, Pilotage, and Firing—— ——gl. 50. 3.—				
	Searchers, Toll, and Cuſtom— — — —gl. 75. 15.—				
	Lightrige, and Laborours—— —— ——gl. 15. 5.—				
22	Dito. Brokage, at ½ *per Cent.* Flem.—— —— —gl. 85.—.—				
			356	10	—
	Ware-houſe-room—— —— ——gl. 7. 10.				
	Proviſion at 2. *per Cent.*—— —— ——gl. 408. 6.		415	16	—
26	Dito. Tranſported to the account of the ſaid *Jack Pudding* upon fol. .and — — —— —— —— —— —— ——		20415	—	—
		Summe—gl.	21187	6	—

Jack Pudding at *Hambrough*, his account of Merchandise, is Creditor.

22 *December*---sold to *Christopher Prume*, whereof he now payeth gl. 12825. and the rest at 2. months: Broker, *Joost Lambertson*.

6. Bales of Brasil Pepper.
Grosse—2345. ℔.
Tare— 45. ℔.

Netto, 2300. ℔. at 11. sh. is gl. 7590.
4. Barrels of Couchaneil Mestica
N°. *&c.* Netto 475. ℔. at 90. sh. is gl. 12825. } —— 20415 — —

— Dito—for charges carried to the accouut of the said *Jack Pudding*, being as in Debit—— —— —— —— 772 · 6 —

Summe— gl 21178 · 6 —

TO THE
ART-ASPIRING-YOUTH.

Studious Affected Friends,

Having learned of my Father ſome Rudiments *of Arithmetick (to reckon from my Birth-year until now, 4. times 4. years) emboldeth my ſelf to add unto my Fathers Book of Accounts four Tables, whoſe order of working (to my knowledg) is not extant; the ſame being made ſo plain, that a mean capacity may inſtantly conceive the method thereof.*

The firſt Table ſheweth the way how *to find* what *the* Principal *and ſimple* Intereſt *of any* Given, *or* Taken *ſum will be at the agreed times end; the ſame being entred ſo plainly, that it is a means to inform the Needful hereof, how to caſt up their Intereſts themſelves; and is likewiſe a direction for the examining of other mens acted paſſages.*

The ſecond Table ſheweth how *to find the ſimple* Intereſt only, *and is as a proof of the former.*

The third Table ſheweth directly the way of working, *to find the* Ready-money only, *that we are to* receive, *or* pay, *upon Rebatement by way of ſimple Intereſt, after* Price *and* Time *of each, as by the particular Tables ſhall appear.*

The fourth Table leadeth (as by the hand) how *to find the* Rebatement only, *of any* Principal *that ſhall be rebated by way of ſimple Intereſt, after* Price *and* Time, *as in the Table; and unto each Table is added by Inſtances the manner of working the ſame: being very uſeful, and commodious for Merchants, and others that are deſirous to be confident in their own knowledg, as concerning the caſting of Intereſt, and Rebatements themſelves.*

Two other Sums have I added; the one is in Numeration, *craving therein your Aid, how to give it a pleaſanter* Nomination; *the other is in* Multiplication, *with the leſſer Denominations, as Pounds, Shillings, Pence,* &c. *Herein,*

After due Conſideration,
Deſiring your Approbation,
Or better Explication.

And when time addeth unto my young years further Apprehenſions enlargement, I then intend a further Exerciſe in the ſame for them that (with me) deſire to be better acquainted with this Arts-knowledg.

Your Affectioned,

JOHN DAFFORNE.

This

This first Table *sheweth the way* how to find the Principal, *and* Interest joyntly, *of any* Given, *or* Taken *sum.*

Interest *per* C.	Mon.	Divis.	Mult.	Interest *per* C.	Mon.	Divis.	Mult.	Interest *per* C.	Mon.	Divis.	Mult.	Interest *per* C.	Mon.	Divis.	Mult.
	¼	960	961		¼	6400	6407		¼	9600	9611		¼	19200	19223
	½	480	481		½	3200	3207		½	4800	4811		½	9600	9623
	¾	320	321		¾	6400	6421		¾	3200	3211		¾	6400	6423
	1	240	241		1	1600	1607		1	2400	2411	1	1	4800	4823
	2	120	121		2	.800	.807		2	1200	1211		2	2400	2423
	3	.80	.81		3	1600	1621		3	.800	.811		3	1600	1623
L.	4	.60	61	L.	4	.400	.407	L.	4	.600	.611	L.	4	1200	1223
5	5	.48	.49	5 ¼	5	.320	.327	5½	5	.480	.491	5¼	5	.960	983
	6	.40	.41		6	.800	.821		6	.400	.411		6	.800	.823
	7	240	247		7	1600	1649		7	2400	2477		7	4800	4961
	8	.30	.31		8	.200	.207		8	.300	.311		8	.600	623
	9	.80	.83		9	1600	1663		9	.800	.833		9	1600	1669
	10	.24	.25		10	.160	.167		10	240	.251		10	.480	.503
	11	240	251		11	1600	1677		11	2400	2521		11	4800	5053
	12	.20	.21		12	.400	.421		12	.200	.211		12	.400	.423
	¼	800	801		¼	768	769		¼	9600	9613		¼	6400	6409
	½	400	401		½	384	385		½	4800	4813		½	3200	3209
	¾	800	803		¾	256	257		¾	3200	3213		¾	6400	6427
	1	200	201		1	192	193		1	2400	2413		1	1600	1609
	2	100	101		2	.96	.97		2	1200	1213		2	.800	.809
	3	200	203		3	.64	.65		3	.800	.813		3	1600	1627
	4	.50	.51		4	.48	.49		4	.600	.613		4	.400	.409
6	5	.40	.41	6¼	5	192	197	6½	5	.480	.493	6¼	5	.320	329
	6	100	103		6	.32	.33		6	.400	.413		6	.800	.827
	7	200	207		7	192	199		7	2400	2491		7	1600	1663
	8	.25	.26		8	.24	.25		8	.300	.313		8	.200	.209
	9	200	209		9	.64	.67		9	.800	.839		9	1600	1681
	10	.20	.21		10	.96	101		10	.240	.253		10	.160	.169
	11	200	211		11	192	203		11	2400	2543		11	1600	1699
	12	.50	.53		12	.16	.17		12	.200	.213		12	.400	.427
	¼	4800	4807		¼	19200	19229		¼	640	641		½	19200	19231
	½	2400	2407		½	9600	9629		½	320	321		¼	9600	9631
	¾	1600	1607		¾	6400	6429		¾	640	643		¼	6400	6431
	1	1200	1207		1	4800	4829		1	160	161		1	4800	4831
	2	.600	.607		2	2400	2429		2	.80	.81		2	2400	2431
	3	.400	.407		3	1600	1629		3	160	163		3	1600	1631
	4	.300	.307		4	1200	1229		4	.40	.40		4	1200	1231
	5	.240	.247	7¼	5	.660	.989	7½	5	.32	.33		5	.960	.991
7	6	.200	.207		6	.800	.829		6	.80	.83	7¼	6	.800	.831
	7	1200	1249		7	4800	5003		7	160	167		7	4800	5017
	8	.150	.157		8	.600	.629		8	.20	.21		8	.600	.631
	9	.400	.421		9	1600	1687		9	160	169		9	1600	1693
	10	.120	.127		10	.480	.509		10	.16	.17		10	.480	.511
	11	1200	1277		11	4800	5119		11	160	171		11	4800	5141
	12	.100	.107		12	.400	.429		12	.40	.43		12	.400	.413

The Tables *continuance, shewing* how to find the Principal *and* Interest joyntly, *of any* Given, *or* Taken *sum.*

Interest *per* C.	Mon.	Divis.	Mult.
L. 8	1/4	600	601
	1/2	300	301
	3/4	200	201
	1	150	151
	2	.75	.76
	3	.50	.51
	4	75	.77
	5	30	.31
	6	25	.26
	7	150	157
	8	.75	79
	9	50	53
	10	15	16
	11	150	161
	12	.25	.27

Interest *per* C.	Mon.	Divis.	Mult.
L. 8 1/4	1/4	6400	6411
	1/2	3200	3211
	3/4	6400	6433
	1	1600	1611
	2	.800	.811
	3	1600	1633
	4	.400	.411
	5	.320	.331
	6	.800	.833
	7	1600	1677
	8	.200	211
	9	1600	1699
	10	.160	.171
	11	1600	1721
	12	.400	.433

Interest *per* C.	Mon.	Divis.	Mult.
L. 8 1/2	1/4	9600	9617
	1/2	4800	4817
	3/4	3200	3217
	1	2400	2417
	2	1200	1217
	3	.800	.817
	4	.600	617
	5	.480	.497
	6	.400	.417
	7	2400	2519
	8	300	.317
	9	800	851
	10	240	257
	11	2400	2587
	12	.200	.217

Interest *per* C.	Mon.	Divis.	Mult.
L. 8 3/4	1/4	3840	3847
	1/2	1920	1927
	3/4	1280	1287
	1	.960	.967
	2	.480	.487
	3	.320	.327
	4	.240	.247
	5	.192	.199
	6	.160	.167
	7	.960	1009
	8	.120	.127
	9	.320	.341
	10	.96	.103
	11	.960	1037
	12	..80	.87

9	1/4	1600	1603	9 1/4	1/4	19200	19237	9 1/2	1/4	9600	9619	9 3/4	1/4	6400	6413
	1/2	.800	.803		1/2	9600	9637		1/2	4800	4819		1/2	3200	3213
	3/4	1600	1609		3/4	6400	6437		3/4	3200	3219		3/4	6400	6439
	1	.400	.403		1	4800	4837		1	2400	2419		1	1600	1613
	2	.200	.203		2	2400	2437		2	1200	1219		2	.800	.813
	3	.400	.409		3	1600	1637		3	.800	.819		3	1600	1639
	4	.100	.103		4	1200	1237		4	.600	.619		4	.400	.413
	5	..80	..83		5	.960	.997		5	.480	.499		5	.320	.333
	6	.200	.209		6	.800	.837		6	.400	.419		6	.800	.839
	7	.400	.421		7	4800	5059		7	2400	2533		7	1600	1691
	8	..50	..53		8	.600	.637		8	.300	.319		8	.200	.213
	9	.400	427		9	1600	1711		9	.800	.857		9	1600	1717
	10	..40	.43		10	.480	517		10	.240	.259		10	.160	.173
	11	.400	.433		11	4800	5207		11	2400	2609		11	1600	1743
	12	.100	.109		12	.400	437		12	.200	.219		12	.400	.439

10	1/4	480	481	10 1/4	1/4	19200	19241	10 1/2	1/4	3200	3207	10 3/4	1/4	19200	19243
	1/2	240	241		1/2	9600	9641		1/2	1600	1607		1/2	9600	9643
	3/4	160	161		3/4	6400	6441		3/4	3200	3221		3/4	6400	6443
	1	120	121		1	4800	4841		1	.800	.807		1	4800	4843
	2	.60	.61		2	2400	2441		2	.400	.407		2	2400	2443
	3	.40	.41		3	1600	1641		3	.800	.821		3	1600	1643
	4	.30	.31		4	1200	1241		4	.200	.207		4	1200	1243
	5	.24	.25		5	.960	1001		5	.160	.167		5	.960	1003
	6	.20	.21		6	.800	.841		6	.400	.421		6	.800	.843
	7	120	127		7	4800	5087		7	.800	.849		7	4800	5101
	8	.15	.16		8	.600	.641		8	.100	.107		8	.600	.643
	9	.40	.43		9	1600	1723		9	.800	.863		9	1600	1729
	10	.12	.13		10	.480	.521		10	.80	.87		10	.480	.523
	11	.120	131		11	4800	5251		11	.800	877		11	4800	5273
	12	.10	.11		12	.400	.441		12	.200	.221		12	.400	.443

UNDAUNTED ART-DESIRERS,

ALthough I have entred the Table in form as before, yet there wanteth an Explication of the same: True it is, the compleat Body is there, but the *Anatomising* is not begun: Now to that.

Suppose L. 100. to be put forth at simple Interest upon 7. months, at 10. *per Centum*: What will *Principal* and *Interest joyntly* be at the end of 7. months? *Facit* L. 105. 16. 8. D. But how to find this by the Table? Look for Price 10. *per Cent.* and there again for 7. months; and you shall find for Multiplier 127. and 120. for Divisor: Multiply your L. 100. by 127. and divide the multiplyed sum by 120. your *Facit* will appear to be as above. Do the like with all other.

Example for this.

If 120. Divisor, augment to 127. Multipler: What will *pro rato*, L. 100. increase unto?

THE RULE.

12ø. 127. 100.—1270ø.—$\frac{635}{666}$ (105. L. 16. 8D. for *Facit*

6. Divisor 635. to be divided.

5. L. remainer, multiplyed by 20. is 100. divided again by 6. are 16. sh. thus $\frac{44}{xøo}$ (16. sh. and $\frac{4}{66}$

4. remainer: multiply 4. by 12. are 48. pence; divide them by 6. thus, $\frac{48}{6}$ (8. pence.

Briefer by Abreviation.

xxø—127—xøø.

6 — 5 — 5 — 635 (105-$\frac{5}{6}$ L. or by reduction, 16. sh. 8D.

635 — 666

Now I intend to enter some Instances, for the first finding of the sums that stand in the Dividing and Multiplying Columns.

The first Instance shall be the before-entred Divisor of 120. and the Multiplyer 127. therefore propound the Question, as the above-entred.

I put forth L. 100. at simple Interest for 7. months after 10. *per Cent.* what will Principal and Interest joyntly be?

THE RULE.

If 12. months gain 10. L. how many L. *pro rato* will 7 months gain?

m ga. m

xx—xø—7 $\left\{\begin{matrix}35\\6\end{matrix}\right.$ (5$\frac{5}{6}$ L. for *Facit* of the first Rule.

6—5—7

AGAIN.

If 100. L. gain 105 $\frac{5}{6}$: What will the Principal gain?

L L
100 gain 105 $\frac{5}{6}$, what, *&c.*
6

Abre. 600. Abre. 635.
by 5 —— 5 ——
120 —— 127.

Here you have your Diviſor 120. and your Multiplier 127. which Diviſor 120. may ſometimes again be abreviated, if the Principal be an even ſum: as here is L. 100. but if the Principal be an un-even ſum, as is L. 139. or the like, then there is no abreviation in that work; but the before-entred ſum is by abreviation very eaſily performed: as thus,

L L L
1ØØ gain 105 $\frac{5}{6}$: what Principal and Intereſt will 1ØØ be?

Here you ſee neither Divider, nor Multiplier left, but only the 105 $\frac{5}{6}$ in the middle; and conſequently that is the *Facit* L. 105. 16. 8.

ANOTHER.

Suppoſe 139. L. 17 ſh. 5. D. to be *Given*, or *Taken*, at 7 $\frac{1}{2}$ *per Cent.* for $\frac{3}{4}$ months; what will Principal and Intereſt joyntly be?

m L m
12 gain 7 $\frac{1}{2}$ what $\frac{3}{4}$
2
24 —— 15 ——— 3
3
8 —— 15 ——— 1

This 4 is the Denominator of the $\frac{3}{4}$ months.

m L m
8 —— 15 ——— 1. *Facit* $\frac{15}{32}$ L. for $\frac{3}{4}$ months.
4
32
32

Say again.

If 100 L. be 100 $\frac{15}{32}$ L. what L. 139. 17. 5. D.
32

21584867
1920....
2384 3. D.
1920
4648 7. D.
4480
1686 2. D.
1280
4067 6. D.
3840
Remainer 217

32. 0 —— 3215. —— principal
5
640 —— 643 —— 139. 17. 5.
20
2797
12
33569. D.
643.
21584867.

gr
337x6 (2810. ſh.
xxxxx
xxx

281 (0
L. 140. ſh. 10. d. 6. farth. $1\frac{62}{160}$.

But for your further aid, and increaſe of your ſtudy in the other parts, and *Tables*, I intend to enter the enſuing Inſtances, which will ſhew you how to find any *Multiplying* or *Dividing* ſum in the before-entred Table. This ſhall not be performed by the *Rule of Five* (it being too tedious for the Beginners) but by the *Rule of Three* twice entred, for that is the plaineſt.

1. Any

Instructions how to find *the Principal and Intereſt joyntly.*

1. Any *Given*, or *Taken* Principal, at 5. *per Centum*, for $\frac{1}{4}$ months: what will the Principal and Intereſt be at time expired?

THE WORK.

Mon.	L	mon.	L pr.	L. adv.	L. pr.
12	5	$\frac{1}{4}$	100	$100\frac{5}{48}$	
4			48		
48	5	1. *Fac.* $\frac{5}{48}$ L.	4800	4805.	
			5		
			960	961.	principal.
			Divif.	Mult.	

2. Any *Given*, or *Taken* Principal, at $5\frac{1}{4}$ *per Centum*, for $\frac{1}{2}$ months: what will Principal and Intereſt be at time expired?

THE WORK.

12. m. — $5\frac{1}{4}$ L — $\frac{1}{2}$ m. $\frac{6}{8}$ (8)
8

3) 96 — 21 — 1
32 — 7 *fac.* $\frac{7}{32}$ L.

100. L pr. $100\frac{7}{32}$ L. adv. — L. pr.
32

3200 — 3207 — principal.
Divif. Mult.

THE 3d EXAMPLE.

12. m. — $5\frac{1}{2}$ L — $\frac{1}{4}$ m (8)
8

96 — 11 — 3
32 — 11 — 1. *fac.* $\frac{11}{32}$ L.

100 L. pr. $100\frac{11}{32}$ L. adv. — L. pr.
32

3200 — 3211 — principal.

THE 4th EXAMPLE.

12. m. — $5\frac{3}{4}$ — 1. mon.
4

48 — 23 — 1. *fac.* $\frac{23}{48}$ L.

100 L. pr. — $100\frac{23}{48}$ L. adv. — L. pr.
48

4800 — 4823 — principal.

THE 5th EXAMPLE.

22 m. — 6. L. — 2. m.
2 — 1 — 2 *fac.* 1. L.
1 — 1 L — 1

100 L. pr. — 101. L. adv. — L. pr.

THE 6th EXAMPLE.

12. m. — $6\frac{1}{4}$ L. — 3. m.
4

48 — 25 — 3 *fac.* $1\frac{9}{16}$ L.
16 1

100 L. pr. — $101.\frac{9}{16}$ L. adv. — L. pr.
16

1600 — 1625
5) 320 — 325
64 — 65 — principal.

THE

THE 7th EXAMPLE.

12.m. — $6\frac{1}{2}$ L. — 4.m.
2

24 — 13 — 4
6 — 1. *fac.* $2\frac{1}{6}$ L.

100 L.pr. — $102\frac{1}{6}$ L.adv. — L.prin.
6

600 — 613 — principal.

THE 8th EXAMPLE.

12.m. — $6\frac{1}{4}$ L. — 5.m.
4

48 — 27 — 5 (45 (2 $\frac{13}{16}$ L.
16 — 9 — 9 (16

100 L.pr: — $102\frac{13}{16}$ L.adv. — L.pr.
16

1600 — 1645.

320 — 329. — principal.

THE 9th EXAMPLE.

12.m. — 7.L. — 6.m.
2 — 1. *fac.* $3\frac{1}{2}$ L.

100 L.pr. — $103\frac{1}{2}$ L.adv. — L.prin:
2

200 — 207. — L.prin.

THE 10th EXAMPLE.

12.m. — $7\frac{1}{4}$ L. — 7.m.
4

48 — 29 — 7
7 (11
203 (203 ($4\frac{11}{48}$ *fac.*
(48

100 L.pr. — $104\frac{11}{48}$ L.adv. — L.pr.
48

4800 — 5003. what 4000 L. pr:
6 — 5003 — 5
5
25015

x451
2500x5 (4169$\frac{1}{6}$ or 3. ſh. 4. d. — the Principal, and Intereſt joyntly.
6668

THE 11th EXAMPLE.

12.m. — $7\frac{1}{2}$ L. — 8.m.
2

24 — 15 — 8
3 — *fac.* 5.L.
1 — 5 — 1

Facit L.247.2.$11\frac{11}{20}$D. or 2.Farthings.

100 L.pr.adv.to 105 L.what 235 L.7.7.d.
20 — 21 — 7
1647. 13.1
3
4942. 19.3

x
4942 (247. L. 2. ſh.
2220 — $11\frac{11}{20}$ D.

2.L. — 19.
20

59 — 1 — 59 (2. ſh,
20

19.ſh.3
12

231.D. 231 ($11\frac{11}{20}$ D.
220

THE

THE 12th EXAMPLE.

12.m.—7 $\frac{5}{4}$ L.——9.m.

4 3

4——31———3

4 3

16 93(93

(16

(5 $\frac{13}{16}$ L.

100 L.pr.adv; 105 $\frac{13}{18}$ L. what the prin

16

1600——1693——800 L.

2 1

11

1693 (846 $\frac{1}{2}$ L. or 10. ſh.

222

THE 13th EXAMPLE.

12.m.——8.L.——20.m.

6——8——5

3 4 4(20(6 $\frac{2}{3}$ L.

(3

100 L.pr.—106 $\frac{2}{3}$ L——principal

3

300——320

15———16—739—17—11

4

2959. 11 8

4

11838. 6. 8

3

11838 (789 L. 4 ſh. 5 $\frac{1}{3}$ d. for *facit*

2555

11

5

66 4 ſh. 80 (5 $\frac{1}{3}$ d.

15 15

THE 14th EXAMPLE.

12.m.——8 $\frac{1}{4}$ L.——11.m.

4

48-——33——11 (121 (7 $\frac{9}{16}$

16-——11——11 (16

121

100 L.pr.——107 $\frac{9}{16}$ ——principal

16

1600.——1721——principal

THE 15th EXAMPLE.

12.m.——$\frac{1}{2}$8.——10.m.

1 1 (1

2——17——1 (17 (8 $\frac{1}{2}$ L.

(2

100 L.pr.——108 $\frac{1}{2}$ adv.——prin.

2

200——217——200 L. prin.

1 1

fac. 217. L.

This

This second Table sheweth the way how to find the Interest only *of any* Taken, *or* Given *Principal sum.*

Interest *per* C.	Mon.	Divif.	Mult.
L. 5	¼	960	1
	½	480	1
	¾	320	1
	1	240	1
	2	120	1
	3	.80	1
	4	.60	1
	5	.48	1
	6	.40	1
	7	240	7
	8	.30	1
	9	.80	3
	10	.24	1
	11	240	11
	12	.20	1

Interest *per* C.	Mon.	Divif.	Mult.
L. 5½	¼	6400	7
	½	3200	7
	¾	6400	21
	1	1600	.7
	2	.800	.7
	3	1600	21
	4	.400	.7
	5	.320	.7
	6	.800	21
	7	1600	49
	8	.200	.7
	9	1600	63
	10	.160	.7
	11	1600	77
	12	.400	21

Interest *per* C.	Mon.	Divif.	Mult.
L. 5½	¼	9600	11
	½	4800	11
	¾	3200	11
	1	2400	11
	2	1200	11
	3	.800	11
	4	.600	11
	5	.480	11
	6	.400	11
	7	2400	77
	8	.300	11
	9	.800	33
	10	.240	11
	11	2400	121
	12	.200	11

Interest *per* C.	Mon.	Divif.	Mult.
L. 5¾	¼	19200	23
	½	9600	.23
	¾	6400	23
	1	4800	23
	2	2400	23
	3	1600	23
	4	1200	23
	5	.960	23
	6	.800	23
	7	4800	161
	8	.600	.23
	9	1600	.69
	10	.480	.23
	11	4800	253
	12	.400	.23

Interest *per* C.	Mon.	Divif.	Mult.
6	¼	800	.1
	½	400	1
	¾	800	.3
	1	200	1
	2	100	1
	3	200	.3
	4	.50	1
	5	.40	1
	6	160	.3
	7	200	7
	8	.25	1
	9	200	9
	10	.20	1
	11	200	11
	12	.50	.3

Interest *per* C.	Mon.	Divif.	Mult.
6½	¼	786	1
	½	384	1
	¾	256	1
	1	192	1
	2	.96	1
	3	64	1
	4	48	1
	5	192	5
	6	.32	1
	7	192	7
	8	.24	1
	9	.64	3
	10	.96	5
	11	192	11
	12	.16	.1

Interest *per* C.	Mon.	Divif.	Mult.
6½	¼	9600	13
	½	4800	13
	¾	3200	13
	1	2400	13
	2	1200	13
	3	.800	13
	4	.600	13
	5	.480	13
	6	.400	13
	7	2400	91
	8	.300	13
	9	.800	39
	10	.240	13
	11	2400	143
	12	.200	.13

Interest *per* C.	Mon.	Divif.	Mult.
6¾	¼	6400	.9
	½	3200	.9
	¾	6400	27
	1	1600	.9
	2	.800	.9
	3	1600	27
	4	.400	.9
	5	.320	.9
	6	.800	27
	7	1600	63
	8	.200	.9
	9	1600	81
	10	.160	.9
	11	1600	99
	12	.400	27

Interest *per* C.	Mon.	Divif.	Mult.
7	¼	4800	7
	½	2400	7
	¾	1600	7
	1	1200	7
	2	.600	7
	3	.400	7
	4	.300	7
	5	.240	7
	6	.200	7
	7	1200	49
	8	.150	.7
	9	.400	21
	10	.120	.7
	11	1200	77
	12	.100	.7

Interest *per* C.	Mon.	Divif.	Mult.
7¼	¼	9200	.29
	½	9600	.29
	¾	6400	.29
	1	4800	.29
	2	2400	.29
	3	1600	.29
	4	1200	.29
	5	.960	.29
	6	.800	.29
	7	4800	203
	8	.600	.29
	9	1600	.87
	10	.480	.29
	11	4800	319
	12	.400	.29

Interest *per* C.	Mon.	Divif.	Mult.
7½	¼	640	1
	½	320	1
	¾	640	3
	1	160	1
	2	.80	1
	3	160	3
	4	.40	1
	5	.32	1
	6	.80	3
	7	160	7
	8	.16	1
	9	160	9
	10	.20	1
	11	160	11
	12	.40	.3

Interest *per* C.	Mon.	Divif.	Mult.
7¾	¼	19200	31
	½	9600	31
	¾	6400	31
	1	4800	31
	2	2400	31
	3	1600	31
	4	1200	31
	5	.960	31
	6	.800	31
	7	4800	217
	8	.600	.31
	9	1600	.93
	10	.480	.31
	11	4800	341
	12	.400	.31

This

The Tables *continuance, shewing the way* how to find the Intereſt only, *of any* Given, *or* Taken *Principal.*

Intereſt *per* C. L. 8	Mon.	Diviſ.	Mult.
	¼	600	1
	½	300	1
	¾	200	1
	1	150	1
	2	.75	1
	3	.50	1
	4	.75	2
	5	.30	1
	6	.25	1
	7	150	7
	8	.75	4
	9	.50	3
	10	.15	1
	11	150	11
	12	.25	.2

Intereſt *per* C. L. 8¼	Mon.	Diviſ.	Mult.
	¼	6400	11
	½	3200	11
	¾	6400	33
	1	1600	11
	2	.800	11
	3	1600	33
	4	.400	11
	5	.320	11
	6	.800	33
	7	1600	77
	8	.200	11
	9	1600	99
	10	.160	11
	11	1600	121
	12	.400	.33

Intereſt *per* C. L. 8½	Mon.	Diviſ.	Mult.
	¼	9600	17
	½	4800	17
	¾	3200	17
	1	2400	17
	2	1200	17
	3	.800	17
	4	.600	17
	5	.480	17
	6	.400	17
	7	2400	119
	8	.300	.17
	9	.800	.51
	10	.240	.17
	11	2400	187
	12	.200	.17

Intereſt *per* C. L. 8¾	Mon.	Diviſ.	Mult.
	¼	3840	7
	½	1920	7
	¾	1280	7
	1	.960	7
	2	.480	7
	3	.320	77
	4	.240	7
	5	.192	7
	6	.160	7
	7	.960	49
	8	.120	.7
	9	.320	21
	10	.96	.7
	11	.960	77
	12	.80	.7

9	Mon.	Diviſ.	Mult.
	¼	1600	3
	½	.800	3
	¾	1600	9
	1	.400	3
	2	.200	3
	3	.400	9
	4	.100	3
	5	.80	3
	6	.200	9
	7	.400	21
	8	.50	.3
	9	.400	27
	10	.40	.3
	11	.400	33
	12	.100	.9

9¼	Mon.	Diviſ.	Mult.
	¼	19200	37
	½	9600	37
	¾	6400	37
	1	4800	37
	2	2400	37
	3	1600	37
	4	1200	37
	5	.960	37
	6	.800	37
	7	4800	259
	8	.600	.37
	9	1600	111
	10	.480	.37
	11	4800	407
	12	.400	.37

9½	Mon.	Diviſ.	Mult.
	¼	9600	19
	½	4800	19
	¾	3200	19
	1	2400	19
	2	1200	19
	3	.800	19
	4	.600	19
	5	.480	19
	6	.400	19
	7	2400	133
	8	.300	19
	9	.800	57
	10	.240	19
	11	2400	209
	12	.200	.19

9¾	Mon.	Diviſ.	Mult.
	¼	6400	13
	½	3200	13
	¾	6400	39
	1	1600	13
	2	.800	13
	3	1600	39
	4	.400	13
	5	.320	13
	6	.800	39
	7	1600	91
	8	.200	13
	9	1600	117
	10	.160	.13
	11	1600	143
	12	.400	.39

10	Mon.	Diviſ.	Mult.
	¼	480	1
	½	240	1
	¾	160	1
	1	120	1
	2	.60	1
	3	.40	1
	4	.30	1
	5	.24	1
	6	.20	1
	7	120	7
	8	.15	1
	9	.40	3
	10	.12	1
	11	120	11
	12	.10	.1

10¼	Mon.	Diviſ.	Mult.
	¼	19200	41
	½	9600	41
	¾	6400	41
	1	4800	41
	2	2400	41
	3	1600	41
	4	1200	41
	5	.960	41
	6	.800	41
	7	4800	287
	8	.600	.41
	9	1600	123
	10	.480	.41
	11	4800	451
	12	.400	.41

10½	Mon.	Diviſ.	Mult.
	¼	3200	7
	½	1600	7
	¾	3200	21
	1	.800	.7
	2	.400	7
	3	.800	21
	4	.200	.7
	5	.160	7
	6	.400	21
	7	.800	49
	8	.100	.7
	9	.800	63
	10	.80	.7
	11	.800	77
	12	.200	21

10¾	Mon.	Diviſ.	Mult.
	¼	19200	43
	½	9600	43
	¾	6400	43
	1	4800	43
	2	2400	43
	3	1600	43
	4	1200	43
	5	.960	43
	6	.800	43
	7	4800	301
	8	.600	.43
	9	1600	129
	10	.480	.43
	11	4800	473
	12	.400	.43

This Table is made *to find the Intereſt only* of any *Given*, or *Taken* Principal; and is a Proof of the former, as by ſome Inſtances ſhall be inſtanced. And to that end, I will give a touch unto the manuer of working, whoſe difference from the former is in the ſecond entrance, as may appear by this

FIRST EXAMPLE.

A *Given*, or *Taken* ſum of 4000.L. what will the Intereſt be after $7\frac{1}{2}$ at the end of 7. months?

THE WORK.

12.m.—$7\frac{1}{2}$ L.—7.m.
4
48——29——7
7
203.

11
203 ($4\frac{11}{48}$ L.
48

If 100 L.pr. $4\frac{11}{48}$ gain, what 4000. L.pr.
48
4800——203——4000.
6 5 5
1015
451
1015 (169. L. 3. 4. D. *Facit.*
666

Turn to the tenth Example before, and that doth confirm this; and this doth ſhew the true working of that: for the Intereſt here is L.169. 3. 4. D. and Principal with Intereſt there is 4169.L.3.4.D. ſo add 4000.L. Principal to this *Facit*, and the ſums of both will be alike.

THE SECOND EXAMPLE.

12.m.—$7\frac{1}{4}$ L.—9.m.
4
48——31——9
16 3 3
93

1
93 ($5\frac{13}{16}$ L.
16

If 100 L.pr. gain $5\frac{13}{16}$ L. what 800.L.pr.
16
1600——93——800
2——93——1
1 $46\frac{1}{2}$ L. for the *Facit*:

See the twelfth Example before, and compare them, the truth of both will be made plain unto your view, for the one doth approve of the others product.

This

This third Table ſheweth the way *how to find the Ready-mony only*, that we are to *Receive*, or *Pay* upon Rebatement, by way of ſimple Intereſt.

Intereſt *per* C.	Mon.	Diviſ.	Mult.
L. 5	1	241	240
	2	121	120
	3	.81	.80
	4	.61	.60
	5	.49	.48
	6	.41	.40
	7	247	240
	8	.31	.30
	9	.83	.80
	10	.25	.24
	11	251	240
	12	.21	.20
	13	253	240
	14	127	120
	15	.17	.16
	16	.16	.15
	17	257	240
	18	.43	.40
	19	259	240
	20	.13	.12
	21	.87	.80
	22	131	120
	23	263	240
	24	.11	.10

Intereſt *per* C.	Mon.	Divi.	Mult.
L. 6	1	201	200
	2	101	100
	3	203	200
	4	.51	.50
	5	.41	.40
	6	103	100
	7	207	200
	8	.26	.25
	9	209	200
	10	.21	.20
	11	211	200
	12	.53	.50
	13	213	200
	14	107	100
	15	.43	.40
	16	.27	.25
	17	217	200
	18	109	100
	19	219	200
	20	.11	.10
	21	221	200
	22	111	100
	23	223	200
	24	.28	.25

Intereſt *per* C.	Mon.	Diviſ.	Mult.
L. 7	1	1207	1200
	2	.607	.600
	3	.407	.400
	4	.307	.300
	5	.247	.240
	6	.207	.200
	7	1249	1200
	8	.157	.150
	9	.421	400
	10	.127	.120
	11	1279	1200
	12	.107	.100
	13	1291	1200
	14	.649	.600
	15	.87	.80
	16	.82	.75
	17	1319	1200
	18	.221	.200
	19	1333	1200
	20	.67	.60
	21	449	400
	22	677	600
	23	1361	1200
	24	.57	.50

Intereſt *per* C.	Mon.	Divi.	Mult.
L. 8	1	151	150
	2	.76	.75
	3	.51	.50
	4	.77	.75
	5	.31	.30
	6	.26	.25
	7	157	150
	8	.79	.75
	9	.53	.50
	10	.16	.15
	11	161	150
	12	.27	.25
	13	163	150
	14	.82	.75
	15	.11	.10
	16	.83	.75
	17	167	150
	18	.28	.25
	19	169	150
	20	.17	.15
	21	.57	.50
	22	.86	.75
	23	163	150
	24	.29	.25

9	1	403	400
	2	203	200
	3	409	400
	4	103	100
	5	.83	.80
	6	209	200
	7	421	400
	8	.53	.50
	9	427	400
	10	.43	.40
	11	433	400
	12	109	100
	13	439	400
	14	221	200
	15	.89	.80
	16	.28	.25
	17	451	400
	18	227	200
	19	457	400
	20	.23	.20
	21	463	400
	22	233	200
	23	469	400
	24	.59	.50

10	1	121	120
	2	.61	.60
	3	.41	.40
	4	.31	.30
	5	.25	.24
	6	.21	.20
	7	127	120
	8	.16	.15
	9	.43	.40
	10	.13	.12
	11	131	120
	12	.15	.10
	13	133	120
	14	.67	.60
	15	.9	.8
	16	.17	.15
	17	137	120
	18	.23	.20
	19	139	120
	20	.7	.6
	21	.47	.40
	22	.71	.60
	23	143	120
	24	.[illegible]	.5

11	1	1211	1200
	2	.611	.600
	3	.411	.400
	4	.311	.300
	5	251	.240
	6	.211	.200
	7	1277	1200
	8	.161	.150
	9	.433	.400
	10	.131	.120
	11	1321	1200
	12	.111	.100
	13	1343	1200
	14	.677	.600
	15	.91	.80
	16	.86	.75
	17	1387	1200
	18	.233	.200
	19	1409	1200
	20	.71	.60
	21	.477	.400
	22	.721	.600
	23	1453	1200
	24	.61	.50

12	1	101	100
	2	.51	.50
	3	103	100
	4	.26	.25
	5	.21	.20
	6	.53	.50
	7	107	100
	8	.27	.25
	9	109	100
	10	.11	.10
	11	111	100
	12	.28	.25
	13	113	100
	14	.57	.50
	15	.23	.20
	16	.29	.25
	17	117	100
	18	.59	.50
	19	119	100
	20	.6	.5
	21	121	100
	22	.61	.50
	23	123	100
	24	.31	.25

Inſtructions how to find the Intereſt only, *of any* Given, *or* Taken *ſum.*

A touch *only* upon this Table, and ſo I intend to paſs unto the Fourth, which treateth of *Rebates only.*

THE 1. EXAMPLE.

Suppoſe a bought Commodity amounteth to 1000. L. at 7 months time; the ſame I intend to pay preſently, rebating 8. *per Centum*: What will the payment be in *Ready-money.*

THE RULE.

12.m.—8.L.——7.m.
3——2. 2.
14

14 (4 $\frac{2}{3}$ L.
3

65
x20ØØØ (955 L.
x5777.
x55
x

If 104 $\frac{2}{3}$ diminiſh unto 100. what will 1000. L. be?

104 $\frac{2}{3}$ —— 100 —— 1000
3

314 —— 300

157 —— 150 —— 1000
1000

150000

Take the 65. remainer, being accounted in the Reduction, as L. 65. reduce them into ſhillings by 20

1300. ſh.

44
x3ØØ (8. ſh. Then take the 44. remainers, and reduce them into D. by 12.
x57

528.

57
528 (3. D. Then take the 57. D. remainers, and reduce them by——4 into Farthings.
x57

228.

71
228 (1 $\frac{71}{57}$ or 1 $\frac{1}{4}$ Farthing: So the Ready-mony to be paid for the
x57 L. 1000. are L. 955. 8. ſh. 3. D. 1 $\frac{1}{4}$ Farthing. Deduct this ſum from the L. 1000. Principal, the Rebatement is L: 44. 11. 8. 2 $\frac{3}{19}$, or 2 $\frac{3}{4}$ q. compare this with the Tables of Maſter *William Webſter*, Litt. D. No. 3. and you may ſee the agreement.

THE 2d EXAMPLE.

I have delivered unto a Creditor a Bond of L. 247. 2 ſh. 11 $\frac{1}{2}$ D. which will be due 10. months hence; the ſame I deſire to pay him preſently, rebating at 6. *per Centum*: How much muſt my preſent payment be?

THE RULE.

Seek the *Intereſt* at 6. *per* C. in the Table, and the *Time* 10. months; you ſhall find the Multiplier to be 20. and the Diviſor 21.

OR

OR THUS.

12.m. — 6 L. — 10 m. x 05 — x 00

x 1 5 21 — 20 — 247. 2. 11 $\frac{13}{21}$ d.

1 20

11 4942

151 12

7 59315

1185311 (56491 (4707. sh. 7. d. 20

21 122222 11861311

x 11 1

Instructions how to find the Ready-mony only, *that we are to* Receive, *or* Pay *upon Rebatement, by way of simple Interest.*

The difference in the order of working between this Table, and the Table of *Principal with Interest joyntly*, you may plainly perceive: for in that the *gains* which ariseth from the months in the first entrance upon the Rule, is annexed to the 100. L. standing by the middle Number in the second Rules entrance, as by many Examples is made plain; in *this* the *Gains* that arise from the months, in the first entrance upon the Rule, are joyn'd unto the 100. L. that stand by the first Number in the second Rules entrance, as may appear by the two Examples entred before: the truth of this Instruction is made manifest by the comparing of the two former, and the ensuing Instances, with the 15. Examples upon the first Table.

THE 3d EXAMPLE.

Suppose I sell a Commodity of 700. L. worth, at 12. months day of payment; one month being expired, the Buyer desireth to pay me the mony presently, rebating 11 *per Cent.* for the other 11. months: unto which proposition (the man being doubtful) I condescend: how much is the Principal that I am to receive presently?

Look for the *Price* 11. and there again for 11. *Months*; your Multiplier is 1200. and your Divisor 1321. Therefore multiply 700. L. by 1200. the Quotient is 840000. Divide that by 1321. and the *Ready-mony* which presently you are to receive will appear.

THE RULE.

If 1321. L. diminish to 1200. L. unto what will 700. L. diminish?

700

840000 Remainer 1165. L.

20

1 23300 | 17. sh.

176 1321.

7475 (635. L. 17. 7 $\frac{862}{1321}$ d. 100 90

8400000 9247

843

792635 12

39650

66 10116 | 7. d.

9247

869

1321

Proof 840000 of the Division.

Or

Or thus, for the finding of the Multiplyer, *and* Diviſor.

12.m.—11.L.—11.m. If $100\frac{1}{12}$ diminiſh to 100. what the Principal?

11 12

121 $xx1(10\frac{1}{11}$L. 1321 —— —— --1200——700.
xzz
1

The uſe of this Table ſheweth *how to find the Rebatement only*, of any Principal that is to be *Received*, or *Paid* before the expired Time; and is a Proof of the former, as by ſome Inſtances ſhall be made plain.

Intereſt *per* C.	Mon.	Diviſ.	Mult.	Intereſt *per* C.	Mon.	Diviſ.	Mult.	Intereſt *per* C.	Mon.	Diviſ.	Mult.	Intereſt *per* C.	Mon.	Diviſ.	Mult.
	1	241	1		1	1607	.7		1	2411	11		1	4823	23
	2	121	1		2	.807	7		2	1211	11		2	2423	23
	3	.81	1		3	1621	21		3	.811	11		3	1623	23
	4	.61	1		4	.407	:7		4	.611	11		4	1223	23
	5	.49	1		5	.327	.7		5	.491	11		5	.983	23
	6	.41	1		6	.821	21		6	.411	11		6	.823	23
	7	247	7		7	1649	49		7	2477	77		7	4961	161
	8	.31	1		8	.207	.7		8	.311	11		8	.623	.23
	9	.83	3		9	1663	63		9	.833	33		9	1669	.69
	10	.25	1		10	.167	.7		10	.251	11		10	.503	.23
L.	11	251	11	L.	11	1677	77	L.	11	2521	121	L.	11	5053	253
5	12	.21	.1	$5\frac{1}{4}$	12	.421	21	$5\frac{1}{2}$	12	.211	.11	$5\frac{1}{4}$	12	.423	.23
	13	253	13		13	1691	91		13	2543	143		13	5099	299
	14	127	.7		14	.849	49		14	1277	.77		14	2561	161
	15	.17	.1		15	.341	21		15	.171	.11		15	.343	.23
	16	.16	.1		16	.107	.7		16	.161	11		16	.323	.23
	17	257	17		17	1719	119		17	2587	187		17	5191	391
	18	.43	.3		18	.863	.63		18	.433	.33		18	.869	.69
	19	259	19		19	1733	133		19	2609	209		19	5237	437
	20	.13	.1		20	.87	.7		20	.131	.11		20	.263	.23
	21	.87	.7		21	1747	147		21	.877	.77		21	1761	161
	22	131	11		22	.877	.77		22	1321	121		22	2653	253
	23	263	23		23	1761	161		23	2653	253		23	5329	529
	24	.11	.1		24	.221	.21		24	.111	.11		24	.223	.23

Intereſt

Mon.	Divi.	Mult.
1	1609	9
2	.809	9
3	1627	27
4	.409	.9
5	.329	.9
6	827	27
7	1663	63
8	.209	.9
9	1681	81
10	.169	.9
11	1699	99
12	.427	27
13	1717	117
14	863	.63
15	.347	.27
16	.109	..9
17	1753	153
18	.881	.81
19	1771	171
20	..89	..9
21	1789	189
22	.899	.99
23	1807	207
24	.227	.27

Intereſt *per* C. L. $8\frac{3}{4}$

Mon.	Diviſ.	Mult.
1	2413	13
2	1213	13
3	.813	13
4	.613	13
5	.493	13
6	.413	13
7	2491	91
8	.313	13
9	.839	39
10	.253	13
11	2543	143
12	.213	.13
13	2569	169
14	1291	.91
15	.173	.13
16	.163	13
17	2621	221
18	.439	.39
19	2647	247
20	.133	.13
21	.891	.91
22	1343	143
23	2699	299
24	.113	.13

Intereſt *per* C. L. $6\frac{1}{2}$

Mon.	Divi	Mult.
1	193	1
2	.97	1
3	.65	1
4	.49	1
5	197	5
6	.33	1
7	199	7
8	.25	1
9	.67	3
10	101	5
11	203	11
12	.17	.1
13	205	13
14	103	.7
15	.69	.5
16	.13	.1
17	209	17
18	.35	.3
19	211	19
20	.53	.5
21	.71	.7
22	107	11
23	215	23
24	..9	.1

Intereſt *per* C. L. $6\frac{1}{4}$

Mon.	Diviſ.	Mult.
1	201	1
2	101	1
3	203	3
4	.51	1
5	.41	1
6	103	3
7	207	7
8	.26	1
9	209	9
10	.21	1
11	211	11
12	.53	.3
13	213	13
14	107	.7
15	.43	.3
16	.27	.2
17	217	17
18	109	.9
19	219	19
20	.11	.1
21	221	21
22	111	11
23	223	23
24	.28	.3

Intereſt *per* C. L. 6

1	1207	7
2	.607	7
3	.407	7
4	.307	7
5	.247	7
6	.207	7
7	1249	49
8	.157	.7
9	.421	21
10	.127	.7
11	1277	77
12	.107	.7
13	1291	91
14	.649	49
15	..87	.7
16	..82	.7
17	1319	119
18	.221	.21
19	1333	133
20	.67	.7
21	449	49
22	677	77
23	1361	161
24	.57	..7

7

1	4829	29
2	2429	29
3	1629	29
4	1229	29
5	.989	29
6	.829	29
7	5003	203
8	.629	.29
9	1687	.87
10	.509	.29
11	5119	319
12	.429	.29
13	5177	377
14	2603	203
15	.349	.29
16	.329	.29
17	5293	493
18	.887	.87
19	5351	551
20	.269	.29
21	1803	203
22	2719	319
23	5467	667
24	.229	.29

$7\frac{1}{2}$

1	161	1
2	.81	1
3	163	3
4	.41	1
5	.33	1
6	.83	3
7	167	7
8	.21	1
9	169	9
10	.17	1
11	171	11
12	.43	.3
13	173	13
14	.87	.7
15	.35	.3
16	.11	.1
17	177	17
18	.89	.9
19	179	19
20	.. 9	.1
21	181	21
22	.91	11
23	183	23
24	.23	.3

$7\frac{3}{4}$

1	4831	31
2	2431	31
3	1631	31
4	1231	31
5	.991	31
6	.831	31
7	5017	217
8	.631	.31
9	1693	.93
10	.511	.31
11	5141	341
12	.431	.31
13	5203	403
14	2617	217
15	.351	.31
16	.331	.31
17	5327	527
18	.893	.93
19	5389	589
20	.271	.31
21	1817	217
22	2741	341
23	5513	713
24	.231	.31

Interest *per* C. L. 8	Mon.	Divis.	Mult.
	1	151	1
	2	.76	1
	3	.51	1
	4	77	2
	5	31	1
	6	26	1
	7	157	7
	8	79	4
	9	53	3
	10	16	1
	11	161	11
	12	27	2
	13	163	13
	14	82	7
	15	11	1
	16	83	8
	17	167	17
	18	28	3
	19	169	19
	20	17	2
	21	57	7
	22	86	11
	23	173	23
	24	.29	.4

Interest *per* C. L. 8¼	Mon.	Divi.	Mult.
	1	1611	11
	2	811	11
	3	1633	33
	4	.411	11
	5	.331	11
	6	.833	33
	7	1677	77
	8	.211	11
	9	1699	99
	10	.171	11
	11	1721	121
	12	.433	.33
	13	1743	143
	14	.877	.77
	15	.353	.33
	16	.111	.11
	17	1787	187
	18	.899	.99
	19	1809	209
	20	.91	.11
	21	1831	231
	22	.921	121
	23	1853	253
	24	.233	.33

Interest *per* C. L. 8½	Mon.	Divis.	Mult.
	1	2417	17
	2	1217	17
	3	817	17
	4	.617	17
	5	.497	17
	6	.417	17
	7	2519	119
	8	.317	.17
	9	.851	.51
	10	.257	.17
	11	2587	187
	12	.217	.17
	13	2621	221
	14	1319	119
	15	.177	.17
	16	.167	.17
	17	2689	289
	18	.451	.51
	19	2723	323
	20	.137	.17
	21	.919	119
	22	1387	187
	23	2791	391
	24	.117	.17

Interest *per* C. L. 8¾	Mon.	Divi.	Mult.
	1	.967	.7
	2	.487	.7
	3	.327	.7
	4	.247	.7
	5	.199	.7
	6	.167	.7
	7	1009	49
	8	.127	.7
	9	.341	21
	10	.103	.7
	11	1037	77
	12	.87	.7
	13	1051	91
	14	.529	49
	15	.71	.7
	16	.67	.7
	17	1079	119
	18	.181	21
	19	1093	133
	20	.55	.7
	21	.369	49
	22	.557	77
	23	1121	161
	24	.47	.7

	1	403	3
	2	203	3
	3	409	9
	4	103	3
	5	.83	3
	6	209	9
	7	421	21
	8	.53	.3
	9	427	27
	10	.43	.3
	11	433	33
	12	109	.9
9	13	439	39
	14	221	21
	15	.89	.9
	16	.28	3
	17	451	51
	18	227	27
	19	457	57
	20	.23	.3
	21	463	63
	22	233	33
	23	469	69
	24	.59	.9

	1	121	1
	2	.61	1
	3	.41	1
	4	31	1
	5	25	1
	6	21	1
	7	127	7
	8	.16	1
	9	.43	3
	10	13	1
	11	131	11
	12	.11	1
10	13	133	13
	14	67	7
	15	.9	1
	16	17	2
	17	137	17
	18	23	3
	19	139	19
	20	7	1
	21	47	7
	22	71	11
	23	143	23
	24	.6	.1

	1	1211	11
	2	611	11
	3	411	11
	4	311	11
	5	251	11
	6	211	11
	7	1277	77
	8	161	11
	9	433	33
	10	131	11
	11	1321	121
	12	111	11
11	13	1343	143
	14	677	.77
	15	91	11
	16	86	11
	17	1387	187
	18	233	33
	19	1409	209
	20	71	11
	21	477	77
	22	721	121
	23	1453	253
	24	.61	11

	1	101	1
	2	51	1
	3	103	3
	4	26	1
	5	21	1
	6	53	3
	7	107	7
	8	27	3
	9	109	9
	10	11	1
	11	111	11
	12	28	3
12	13	113	13
	14	57	7
	15	23	3
	16	29	4
	17	117	17
	18	59	9
	19	119	19
	20	6	.1
	21	121	21
	22	61	11
	23	123	23
	24	.31	.6

This

This Table being a Proof of the former, I intend to illustrate with one or two Instances, and so to conclude.

THE FIRST EXAMPLE.

What will the Rebate of 1000. L. be at the end of 7. months, Rebated at *8. per Centum*?

THE WORK.

9
7xx
7ØØØ (44.L. 11.sh. 8.D. 2 $\frac{1}{3}$ q.
x877
x9
11
x73
1840 (11.sh.
x877
x5
86
4ØØØ (2 $\frac{1}{3}$ q.
x37

1000.L.
7
7ØØØ
100
x856 (8.D.
x37

92
20
1840.sh.
113
12
1356. D.
100
4
400.q.

See the first Example upon the *Third* Table, and the agreement will appear.

But to find this Multiplication, and Division, or any the like, place the proposition upon the Rule, as often before is shewed, and the work will manifest it self: the difference of working between *this*, and the *Third* Table will appear by comparing them together, and by those, and these Instances.

I will keep still the same Proposition.

THE RULE.

xx.m.—8.L.——7.m.
3 2 2
14
2
x4 (4 $\frac{1}{3}$ L.
3

104 $\frac{2}{3}$——4 $\frac{2}{3}$——principal.
314——14
157——7——1000.

In the first Example of the *Third Table*, you sought *only* the *Ready-mony* of your L. 1000.

To which end your *Second Rule there*, was entred as thus:

If 105. $\frac{2}{3}$ L. Principal, and Abatement be diminished to L. 100. Principal; to what Principal will L. 1000. be diminished? Or what will the Payment be in Ready-mony?

Instructions how to find the Rebatement only *of any Principal that is to be* Received, *or* Paid *before the Time.*

Facit L.955.8.3.D. 1 ¼ Farthing.

Otherwise is the Question in this fourth *Table*; here the matter sought for is

REBATEMENT ONLY.

Therefore your *second* Rule for to find Rebatements only, must be entred in form, as this:

If 104 ⅔ L. Principal and Rebatement, yeild 4 ⅔ L. Rebatement; what Rebatement *only* will L. 1000. produce?

THE WORK.

104 ⅔ —— 4 ⅔ —— what Principal

314 —— 14

157 —— 7 —— 1000.

7000

92

7000 (44.L.11.8.2 ½ q.

577

15

92.L. is the Remainer in the first Division, reduce them into shillings by 20.

92.L.

20

1840.sh.

11

273

284 (11. sh. Then take the 113. Remainer, being in the Reduction accounted as shillings, and reduce them by 12. into pence.

157

15

100

are D.1350 (8.D. Then take the 100. Remainer, being in the Reduction accounted as pence, reduce them by 4. into Farthings.

157

86

are q.400 (2 or ½ Farthings: so the Rebate is (as before, and in the first Example upon the Third Table)

L.44.11.sh.8.D. 2 ½ Farthings.

I suppose it to be a needless work, to insist any further upon this matter; therefore (according to order in the Dedication unto the ASPIRING YOUTH) I intend to proceed unto

NUMERATION.

987| hundred, eighty, seven. } Eleventh great thousand.

654398| hundred, fifty, four thousand. hundred, ninety, eight. } Tenth great thousand.

765007| hundred, sixty, five thousand. seven. } Ninth great thousand.

809080| hundred, nine thousand. eighty } Eighth great thousand.

700005| hundred thousand. five. } Seventh great thousand.

124689| hundred, twenty, four thousand. hundred, eighty, nine. } Sixth great thousand.

753132| hundred, fifty, three thousand. hundred, thirty, two. } Fifth great thousand.

449785| hundred, forty, nine thousand. hundred, eighty, five. } Fourth great thousand.

267023| hundred, sixty, seven thousand. twenty, three. } Third great thousand.

879752| hundred, seventy, nine thousand. hundred, fifty, two. } Second great thousand.

100987| hundred thousand. hundred, eighty, seven. } First great thousand.

650234| hundred, fifty thousand. hundred, thirty, four. } Unites.

Ingenuous Reader,

NOt *finding at present a fitter Name for the Augmenting heighth, than* First, Second, *&c.* Great thousand; *time may present a more delectable Nomination: meanwhile, if this may either pleasure you, or stir you up to present unto the Worlds view a plainer Nomination in your Mother-language, it is the thing that I have aimed at.*

I am not unacquainted with the Names that many give to the like Numbers as,

340567 } Unites.

876054 } Million.

879054 } Billion.

456786 } Trillion.

6432 } Quadrillion, and the like, to a large Number; but my desire is, to have them named in plain English Nominations: Thus much of

NUMERATION.

Now followeth the other,

PROPOSITION IN MULTIPLICATION.

IF one pound weight be worth L. 2. 16.8.d. what will 360. pound weight be worth?

The several changes of working are instanced by the ensuing varieties.

1)

lb	L	sh.	d.	lb
1	2	16.	8	360.
				2.
		20		720
		10		180
		5		90
		12	1	18
			6	9
			2	3

Facit L. 1020.

2) OTHERWISE.

1 — 2 — 16 — 8 — 360

9

25 — 10 — 0

8

204 — 0 — 0

5

Facit L. 1020 — 0 — 0

3) AGAIN.

1 — 2. 16. 8. — 360

2

16.sh. 8.d. is ½ of a pound. 720

300

Facit L. 1020.

4) AGAIN.

1 — 2. 16. 8. — 360

2.16.8

720

5 } 90

5 } ¾ 90

5 } 90

12 — 1 18

6 9

2 3

Facit L. 1020.

5) AGAIN.

1 — 2. 16. 8. — 360

2.16.8

720

16.sh. is ⅓ of a L. 288

8.d. is 1/30 of a L. 12

Fac. L. 1020.

6) AGAIN.

360 — — 2. 16 ⅔ sh.

720 — — 120 — 50

240 is L. 2. 10. sh.

60

L. 1020.

7) AGAIN.

260 — — 2. 16 ⅔ sh.

720 — — 120 — 50

120 is L. 2. 10. sh.

120

60

L. 1020.

8) AGAIN.

1 — 2. 16. 8. — 360

56 ⅔ sh.

20160

240

2040(0 sh.

9) AGAIN.

1 — 2. 16. 8. — 360

2.16.8.

12

288

720

Facit L. 1020

10) AGAIN.

10) AGAIN.

1 —— 56 $\frac{3}{3}$ —— 360

10 —— 180
10 —— 180
10 —— 180
10 —— 180
10 —— 180
. 5 —— . 90
sh. —. 1 —— . 18
$\frac{3}{3}$ —— . 12

Facit L. 1020.

---

11) AGAIN.

1 —— 56. $\frac{3}{3}$ —— 360

3

1 —— 170 —— 120

3400
2040(o

Facit L. 1020.

---

12) AGAIN.

1 —— 2. 16. 8. —— 360

2

720
6. sh. 8. d. is $\frac{1}{3}$ of a pound. 120
6. sh. 8. d. is $\frac{1}{3}$ of a pound. 120
3. sh. 4. is $\frac{1}{5}$ of 6. sh. 8. d. .60

Facit L. 1020.

---

13) AGAIN.

260. lb.
3. L. less 3. sh. 4. d.

1080
60. less, for 3. sh. 4. d. take $\frac{1}{6}$ of a pound.

L. 1020.

---

14) AGAIN.

360 —— 2. 16. 8. d.

576(o 240. sh.
is L. 12.
288
12
720

Facit L. 1020.

---

15) AGAIN.

360
56 8. d.

12
1008

Facit L. 1020.

---

16) AGAIN.

L. 2. 16. 8. d. are —— 680. lb.
and 360. d. is —— .. 1. 10

680
340

Facit L. 1020.

---

17) AGAIN.

360. lb.
680. d.

216000
28800
2448ØØ d.
2040(o sh.

Facit L. 1020.

---

18) AGAIN.

360. lb.
680. d.

68000
68000
68000
34000
.6800
2448ØØ d.
2040(o sh.

Facit L. 1020.

---

19) AGAIN.

360. lb.
680. d.

68000
68000
68000
60) is $\frac{1}{3}$ of 40800

2448ØØ d.
2040(o sh.

Facit L. 1020.

20) AGAIN.

20) AGAIN.

680.D with 360.lb.
300.lb.
204000
40800 — 60.lb.
2448ø
2040|0 sh.
fac. L. 1020.

---

21) AGAIN.

56 2/3
300
60
16800
3360
240
2040|0 sh.
fac. L. 1020.

---

22) AGAIN.

1 — 2 1/6 — 360
6 — 17 — 36ø
1 60 60
fac. L. 1020.

---

23) AGAIN.

1 — 56 2/3 — 360
3 — 170 — 360
25200
6 1200 sh.
2040|0
fac. L. 1020.

---

24) AGAIN.

1 — 56 2/3 — 360
3
9 — 170 — xø80
120
8400
2040|0
fac. L. 1020.

---

25) AGAIN.

1 — 56 2/3 — 360
3 — 17|0 — 36ø
1 L.8.10. 120
8.10.sh.
960
60
fac. L. 1020.

---

26) AGAIN.

1 — 56.8. — 360
20 — 360
20 — 360
10 — 180
6 1/10 — 108
8.D. is 2/3 of a sh. 12
fac. L. 1020.

---

27) AGAIN.

1 — 56 2/3 — 360
3
9 — 17|0 — 1080
1 L.8.10. 8.10.
8640
540
L.9x8ø
fac. L. 1020.

---

28) AGAIN.

1 — 2. 16. 8. — 360
9 — 9
1 — 25. 10. — 40
40
1000
20
fac. L. 1020.

---

29) AGAIN.

1 — 56 2/3 — 36|0
18 L.18.
448
56:
1/3 } 6
1/3 } 6
fac. L. 1020.

30) AGAIN.

30) AGAIN.

1 —— 2. 16. 8. —— 360

56.8D.

8.D. is $\frac{1}{5}$ of a ſh. 240

18000

2160

2040|0

Facit L. 1020.

---

31) AGAIN.

1 —— $56\frac{2}{3}$ —— 36|0

18 L. 18.

560

448

12

facit L. 1020.

---

32) AGAIN.

1 —— $56\frac{2}{3}$ —— 360

3

1 —— 170 —— 12|0

L. 6.

Fac. L. 1020.

---

33) AGAIN.

1 —— 56.8. —— 360

2 112.

6 68|0

1 —— 340 —— 6|0

3 L. 3.

Facit L. 1020.

---

34) AGAIN.

1 —— 2.16.8. —— 360

240 20 $2\frac{1}{6}$

568 720

112 60

68|0 (2 $\frac{1}{6}$ 60

240 60

60

Fac. L. 1020.

---

35) AGAIN.

1 —— $56.\frac{2}{3}$ —— 360

283. 6.8 — 5 — 100

283. 6.8 — 5 — 100

283. 6.8 — 5 — 100

113. 6.8. — 2 — .40

56.13.4 — 1 — .20

Facit L. 1020.

---

36) AGAIN.

1 —— $56\frac{2}{3}$ —— 360

850 — 15 — 300

170 — 3 — .60

Fac. L. 1020.

---

37) AGAIN.

36|0 —— $56\frac{2}{3}$ ſh.

L. 18. — 9 — 510

9 — 510

facit L. 1020

---

38) AGAIN.

36|0 —— $56\frac{2}{3}$

L. 18

8. —— 453. 6. 8.

7. —— 396.13.4.

3. —— 170. ——

Facit L. 1020.

---

39) AGAIN.

360 —— $56\frac{2}{3}$

7200 —— 20

7200 —— 20

3600 —— 10

2400 —— $6\frac{2}{3}$

2040|0 ſh.

Facit L. 1020.

---

40) AGAIN.

40) AGAIN.

360 —— 56 ⅔

360 —— 20
360 —— 20
180 —— 10
6 ⅔ ſh.
120 —— is ⅓ L.

L. 1020.

41) AGAIN.

1 —— 56 ⅔ —— 360

3 —— 170 —— 360
1 170

36000
25200
8820
2040|0

fac. L. 1020

42) AGAIN.

1 —— 56 ⅔ —— 360
3

9 —— 170 —— 1080
1 6 12|0

Facit L. 1020. L. 6.

43) AGAIN.

1 —— 56⅔ —— 360

1 —— 170 —— 40
1 L. 8. 10. 8. 10.

320
20
340
3

fac. L. 1080.

44) AGAIN.

1 —— 56. 8. —— 360
112

680

10. ſhs ½ L. 340

fac. L. 1020.

45) AGAIN.

1 —— 56. 8. —— 360
112

12 —— 680 —— 360
1 34 30
20 30
1

fac. L. 1020.

46) AGAIN.

360 —— 2. 16. 8.

720
180 —— 10. ſh. is ½ L.
120 —— 6. 8. D. is ⅓ L.

fac. L. 1020.

47) AGAIN.

360 —— 56. 8. D.

20520 —— 57. ſh. leſs 4. D. is
120 —— ⅓ of a ſh.

2040|0

L. 1020.

48) AGAIN.

360 —— 2. 16. 8. D.

60. 2 ⅛ L.

420 17

fac. L. 1020.

49) AGAIN.

360 —— 2. 16. 8.

360 + 2 ⅛ L. is 3. L. leſs ⅛
360 +
360 +

L. 1080
60 —

fac. L. 1020.

50) AGAIN.

50) AGAIN.

360 — 2 — 16 — 8

100 — 200 — 1600 — 800
100 — 200 — 1600 — 800
100 — 200 — 1600 — 800
40 — ·80 — ·640 — 320
20 — ·40 — ·320 — 160

L.730 — 576|0 — 2880.D.

L.720 — 288.L. — 24|0.sh.
L.288 — 12.L.
L. 12

Facit L.1020.

---

51) AGAIN.

360 — 56 — 8 D.

200 — 11200 — 1600
100 — ·5600 — ·800
50 — ··2800 — ·400
10 — ··560 — ··80
··240 — ·

sh.2040|0

Facit L. 1020.

---

52) AGAIN.

360 — $56\frac{2}{3}$ sh.

200 — $11334\frac{1}{3}$
100 — $\cdot 5666\frac{2}{3}$
60 — ·3400

sh. 2040 0

Fac. L. 1020.

---

53) AGAIN.

360 — $56\frac{2}{3}$ sh.

360 — 20160
·240

sh.2040|0

Facit L.1020.

---

54) AGAIN.

$56\frac{2}{3}$ — 360
12

680 — 120
340

Facit L.1020.

---

55) AGAIN.

360 — $56\frac{2}{3}$
3

1080 — 170
900 — 153000
100 — ·17000
·80 — ·13600

18360|0 sh.
9180· L.
9

Facit L. 1020.

---

56) AGAIN.

$56\frac{2}{3}$ — 360

20 — 360
20 — 360
10 — 180
5 — ·90
1 — ·18
$\frac{1}{3}$ — ·12

Facit. L. 1020.

---

57) AGAIN.

56 — 360

40 — 720
10 — 180
$6\frac{2}{3}$ — 120

Facit L. 1020.

---

58) AGAIN.

$56\frac{2}{3}$ — 360

50. sh. is $2\frac{1}{2}$ L. — 900
6. sh. is $\frac{3}{T}$ L. — 108
18 2. sh. is $\frac{1}{9}$ L. — ·12

Facit L. 1020.

59) AGAIN.

2. $16\frac{2}{3}$ —— 360

5|0.sh.

L. 2.10.sh. —— 900

L. 300

L. 720

fac. L. 1020.

---

60) AGAIN.

2. 16. 8. —— 360

$\frac{1}{30}$ —— 12

$\frac{1}{4}$ —— 90

$\frac{1}{20}$ —— 18

$\frac{1}{2}$ —— 180

720

Facit L. 1020.

---

61) AGAIN.

2. 16. 8. —— 360

L. $2\frac{1}{6}$ 720

3. is $\frac{1}{2}$ of 6. L. 180

2. is $\frac{1}{3}$ of 6. L. 120

fac. L. 1020.

---

62) AGAIN.

2. 16. 8. —— 360

—— —— —— 6

xx 5

60 4

240 3

720

10. sh. is $\frac{1}{2}$ L. 120

6. sh. 8. d. is $\frac{1}{3}$ L. 120.

fac. L. 1020.

---

63) AGAIN.

2. 16. 8. —— 360

2520

$\frac{1}{6}$ 6x20

Facit L. 1020.

64) AGAIN.

2. 16. 8. —— 360

$\frac{1}{6}$ 60

420

fac. L. 1020.

---

65) AGAIN.

2. 16. 8. —— 360

17 6120 360

6 —— —— 1

6

fac. L. 1020.

---

66) AGAIN.

2. 16. 8. —— 360

L. $2\frac{1}{6}$ $\frac{360}{1}$ $\frac{1800}{6}$ Or 200

720

fac. L. 1020.

---

67) AGAIN.

$56\frac{2}{3}$ —— 360

170 61200 360

3 —— 1

3

2040 0.sh.

fac. L. 1020.

---

68) AGAIN.

$56\frac{2}{3}$ —— 460

18. L.

108

90:

12

Facit L. 1020.

---

69) AGAIN.

69) AGAIN.

$56\frac{2}{3}$ —— 360

18. L.

$566\frac{2}{3}$	10
$283\frac{1}{3}$	·5
$113\frac{2}{3}$	·2
$56\frac{2}{3}$	·1

L. 1020.

---

70) AGAIN.

$56\frac{2}{3}$ —— 360

170	x 8. L.
6	6. L.

L. 1020.

---

71) AGAIN.

$56\frac{2}{3}$ —— 360

18. L.

$566\frac{2}{3}$	10
$453\frac{1}{3}$	8

Facit L. 1020.

---

72) AGAIN.

℔	L	ſh	d	℔
1	2	16	8	360
	360	360	360	
	720			
	288			
	·12			

Facit L. 1020.

---

73) AGAIN.

L	ſh	d	℔	
3. — leſs —	3	— 4 —	with 360	6
18. L. leſs —	L. 1. — . —			5
90. L. leſs —	L. 5. — . —			4
360. L. leſs —	L. 20. — . —			3
1080. L.	L. 60. — . —			
60. L. leſs.				
1020. L.				

---

74) AGAIN.

℔	ſh	℔
1	$56\frac{2}{3}$	360
		$56\frac{2}{3}$
		18000
		2160
		240
		20400

Facit L. 1020.

---

75) AGAIN.

1 —— $56\frac{2}{3}$ —— 360

	8
2880	
	7
20160	
120	
120	
ſh. 20400	

Facit. L. 1020.

---

76) AGAIN.

℔	ſh	℔		
1	$56\frac{2}{3}$	360		
			9	54
	3240		6	
	19440			
	720		2 — 2	
	240		$56\frac{2}{3}$ ſh.	
	20400			

Fac. L. 1020.

---

77) AGAIN.

℔	ſh	℔		
1	$56\frac{2}{3}$	360		
1	$56\frac{2}{3}$	18. L.	7	28
	126		4	
	504		2 — 2	
	1008		$56\frac{2}{3}$	
	12			

Facit L. 1020.

---

78) AGAIN.

℔	ſh	d	℔
1	56	8	360
			56. 8.
			L. 1008
			L. 12

Fac. L. 1020.

79) AGAIN.

lb	sh	ft
1	$56\frac{2}{3}$	360
		720
	$4\frac{13}{18}$	4320
		17280
		3120
		sh. 2040|0

fac. L. 1020.

80) AGAIN.

ft			
1	$2\frac{1}{6}$	360	
36	17	2160	9
	153		8
	1224		6
	7344		5
6	36720		
	6120		
6			

Facit L. 1020.

Thus much concerning NUMERATION, and the ſeveral changes upon the Propoſition in MULTIPLICATION, deſiring in the ſame your gentle *Acceptation*; which granting, you oblige me with *future* endeavours, to

Remain Yours

J o h n Da f a Dn h o J
o h n Da f f f a Dn h o
h n Da f f o f f a Dn h
n Da f f o r o f f a Dn
Da f f o r. n r o f f a D
a f f o r n En r o f f a
Da f f o r n r o f f a D
n Da f f o r o f f a Dn
h n Da f f o f f a Dn h
o h n Da f f f a Dn h o
J o h n Da f a Dn h o J

THE

THE MONTH-BOOK: OR A Monthly Survey OF THE DEBTS and EXCHANGES That are to be RECEIVED, or PAID; as likewise their Days when each Sum is due, *Anno* 1633. IN AMSTERDAM.

NOTA,

The Reason why this Nomination of the place is here Entered in *Amsterdam*, is, because the *Waste-Books* (out of which this *Month-Book* is taken) were *by Me* compiled in *Amsterdam*; Again, their Progress runs above 16. Months, whereas the *Waste-Book* Compiled in *London* is but of 7. Months time, as is related in the Preface following.

COURTEOUS READER,

IN the fourth place of the Dialogue, fol. 4. and 5. I made mention of ſeveral Books requiſite for Merchants: amongſt the ſame, I omitted to ſpeak of this Month-Book, (whoſe proper place was not to be entred there, but more properly at the End of the ſecond Waſte-books Leager, before the Factor-book) which for its Requiſiteneſs is no way leſs uſeful than any of the other there mentioned Books.

In this Book a Merchant entreth upon the Left-hand, or Debitor-ſide, under each Months name, the Time, and People that owe unto him, whether it be for Wares ſold, or for Accepted Exchanges: and in the Line he expreſſeth the Day, and Month where ſuch a Sum, or Sums are to be found in the Waſte-book, to ſhew preſently the Original of the Debt.

But if it be a Sum that is to be paid us at 3. and 3. months time, enter each part under the Day of the Month when it is due, and the time where to find it in the Waſte-book, as is inſtanced the 25. of April, 1634. in the parcel of David Darling; and when the Sum is paid to you, or Aſſigns, then make a + Croſs in the Margin, before the Day of the Month, which ſignifieth that you are paid; and thoſe Sums that remain un-croſt, ſhew that they are as yet un-paid, as by the Inſtances of this Book may appear.

EXAMPLE.

The ſecond of May, 1634. David Darling is not croſt, becauſe he hath not paid, as may appear by the Leagers Concluſion in his account: two other Sums are not Croſſed, the 15. and 30. of July, becauſe they are not due; Reaſon, for our Waſte-book endeth the 7. of May, and thoſe two Sums are not due until in July; therefore they could not be Croſt: upon the like occaſion ſtandeth the parcel un-croſt, in date the 30. of October.

But if any Sum be due in May, and the Payer payeth only part in this Month, and promiſeth the Reſidue in June, then Croſs the Sum in May, and enter the remainer in June upon the promiſed day; or if there be no appointed day, but that the Payer ſaith to pay the reſidue in the next Month, then enter a day when you find it fitting to call for that Remainer.

Having thus at large ſpoken of the Debitor-ſide, the ſame being well apprehended, the leſs may ſerve for explication of the Creditor-ſide: upon which

which ſide we are to enter under each Months name, *the* Time, *and* People *that are to have of us; whether for* Wares bought, *or for* Exchanges by us accepted: *and when we have paid them, then we croſs them; and what we have not paid remaineth un-croſt.*

Here you have in brief a touch of this Books Requiſiteneſs: *for this Book being truly, and duly entred, ſheweth a Merchant inſtantly* what monies *are to be* Received, *and* Paid in each Month, *and upon* what Days *expired: by which means he plainly diſcerneth with what* Debitors *he can pay his* Debt-demanders *every day in each Month; but the actual uſe thereof will beſt approve it ſelf in the Monthly exerciſe.*

This Book may be in Folio, *and again in the ſame, but one Month at moſt (although this being only a Proof-Book, I enter many) upon each Leaf. Some Merchants allot unto* January 2. *or* 3. *leaves, and ſo of all other, keeping ſtill the ſame Month upon occaſion, as the Occurrences ſhall proffer; for the* alteration *or* change *of the year being written in the Margine, ſheweth the* Time *and* Year *that you are in, although your Book ſerve for many Years.*

Again, the years may be diſtinguiſhed from each other with a line, ſtretching from the Month-line *to the* Mony-line, *as in the Month of* January *is inſtanced; and ſo I paſs forward to ſome few Inſtances, gathered from the* laſt two Waſte-books, *compiled in* Amſterdam; *becauſe the Waſte-book compiled in* London *is but of a* ſhort exteut *in reſpect of the* time: *for that beginneth in* January, 1633. *Engliſh ſtile, and endeth the* 20. *of* July, 1634. *the ſame ſtile, which are only* 7. *Months progreſs in the Art: but the other two Waſte-books are of above* 16. *Months continuance; and therefore have more examples to garniſh the Book withal.*

Thus much for Inſtruction; followeth ſome Inſtances of the Months in Order: *and firſt of the Paſſages in*

JANUARY.

			Guil		
		JANUARY.			
+	19	*Daniel Beese*, as in date 1. present	1017	3	—
+	30	*Gerard Frind*, as in date 12. present	525	12	—
1634+	3	*Susanna Peeters Orphans*, as in date 15. November, 1633.	1083	—	—
		Anno 1633. *FEBRUARY.*			
+	28	*Susanna Peeters Orphans*, as in date 5. January	60	—	—
2934.+	28	*Susanna Peeters Orphans*, as in date 3. March, 1633.	60	—	—
		Anno 1633. *MARCH.*			
+	0	*William Ducket*, as in date 13. present	3067	11	—
1634.+	2	*David Darling*, as in date 22. December, 1633.	7590	—	—
+	20	*David Darling*, as in date 25. February, 1634.	1093	13	—
+	10	*Susanna Peeters Orphans*, as in date 2. present, 1634.	4580	—	—

JANUARY.

†	26	*Gerard Frind*, as in date 1. present.	465	10	8
†	30	*Daniel Beese*, as in date 12. present.	1344	—	—

Anno 1633. *FEBRUARY.*

†	27	*Jacob Honger*, as in date 5. *January*.	50	—	—
1634. †	27	*Jacob Honger*, as in date 3. *March*, 1633.	50	—	—

Anno 1633. *MARCH.*

†	30	*Jacob Honger*, as in date 13. present.	3099	16	—

Guil. Gli

APRIL.

	1	*Alexander Ham*, as in date 5. *January*.	360
	21	*William Ducket*, as in date 21. *January*.	2000
1634.	1	*Alexander Ham*, as in date 3. *March*, 1633.	360

Anno 1634. *MAY.*

	2	*David Darling*, as in date 22. *December*, 1633.	4000

Anno 1633. *JUNE.*

	14	*Daniel Beefe*, as in date 13. *March*.	1030
	27	*Jaques Jolyt*, as in date preſent.	330

APRIL.

† 15 *Gerard Frind*, as in date 15. *January*. —— 1784 — —

Anno 1634. *MAY.*

Anno 1633. *JUNE.*

† 14 *Susanna Peeters Orphans*, as in date 13. *March*. —— 608 — —
† 7 *Leonard Spreewe*, as in date present. —— 66 . 8 —

			Guil.	St.	
		JULY.			
†	6	*Gerard Frind*, as in date 5. *April.*	618	—	—
1634.	15	*Bonaventure Dafforne*, as in date 5. *April*, 1634.	1920	—	—
	30	*David Darling*, as in date 25. *April*, 1634.	10080	—	—
		Anno 1633. *AUGUST.*			
†	23	*Susanna Peeters Orphans*, as in date 12. present.	3752	2	—
†	19	*Daniel Beese*, as in date present.	1860	—	—
		Anno 1633. *SEPTEMBER.*			
†	28	*Leonard Spreewe*, as in date 27. *August.*	500	—	—

JULY.

† 6 *Alexander Ham*, as in date 5. *April.* 1030

Anno 1633. *AUGUST.*

Anno 1633. *SEPTEMBER.*

OCTOBER.

30 *David Darling*, as in date 25. *April*, 1634. —— 1008 0

Anno 1633. *NOVEMBER.*

Anno 1633. *DECEMBER.*

✝ 17 *Suſanna Peters Orphans*, as in date 16. *October.* —— 713 14 8

OCTOBER.

†	14	*Christopher Prume*, as in date 31. *May.*	2214	

Anno 1633. *NOVEMBER.*

Anno 1633. *DECEMBER.*

THE PERFECT METHOD OF Merchants-Accompts DEMONSTRATED.

By *JOHN COLLINS*, Accomptant.

LONDON,

Printed for *Thomas Horne*, at the South Entrance of the *Royal-Exchange*, MDCXCVII.

To the READER.

COURTEOUS READER.

IN my Youth-hood I was employed in Clerkſhip under, and received ſome Mathematical Knowledge from Mr. John Marr, one of the Clerks of the Kitchin to His preſent Majeſty, when Prince of Wales, the ſaid Mr. Marr being very eminent for his Mathematical Knowledge, ſome teſtimony whereof may be evinced, from thoſe excellent Dyals, wherewith the Gardens of our late Soveraign were adorned.

Our Inteſtine Miſeries increaſing, I loſt that Imployment, and went Seven Years to Sea, moſt part of it in an Engliſh Merchant-man, become a Man of Warr in the Venetian Service againſt the Turks, in which having leiſure, I applyed part of my Studies to Mathematicks, and Merchants-Accompts, and upon my return, fell to the Practice thereof, and afterwards profeſt Writing, Merchants-Accompts, and ſome parts of the Mathematicks; and having drawn up ſome Books of Accompts, and divers looſe Queſtions, for the Inſtruction of my Scholars, in the Year 1652. I committed them to the Preſs, under the name of An Introduction to Merchants-Accompts, they were again re-printed in the Year 1663. without Alteration, and in 1666. the Fire conſumed the greateſt part of the Impreſſion: The Stationer hath ſince often urged me to alter and enlarge the ſame for another Edition, preſuming that I that have been much and lately concerned in great and publick Accompts, might alter the ſame to good advantage, and perchance, others may be of the ſame mind; but I concurr not, finding that my ſaid long experience, hath not at all advanced my Knowledge in good Methods of Accompts, though I confeſs I underſtand the nature and Intrigues of bad ones much better than I did. Whereupon I have conſented, and adviſed the Stationer to re-print the ſame, with the Addition of two more Accompts than were formerly extant, and was the more willing to do it at this time, for two Reaſons: The firſt is,

1. That I might have an opportunity of returning my moſt humble and hearty Thanks (which I hereby do) to the Right Honourable ANTHONY Earl of Shaftsbury, Lord Preſident of His Majeſties Council for Trade, and Plantations; who upon the Information of the moſt worthy Sir Robert Murray deceaſed, that Accomptants might be preſumed to underſtand the general Affairs of Trade, and what were the cauſes, and what might be the remedies of the decay thereof, and

in Particular, that my self had drawn up some Papers and Proposals about the same, which were presented to his Lordship; they were not only kindly received, but his Lordships favour promised, and his endeavour used to promote me to a Clerkship in His Majesties former Council of Trade, which at the Motion of Sir Robert Murray, *had its event in His Majesties late Council of Plantations, and wherein his Lordships approbation was not wanting.*

Moreover, during his Lordships High Chancellorship, *his Lordship was pleased to nominate me in divers References concerning Suits depending in* Chancery, *about intricate Accompts, to assist in the Stating thereof; which hath not been without some Emolument to my self, and to the shortning of the Charge of the parties concerned. And here I must not omit to mention (to his Lordships great renown) that it fell to my* Province, *to transcribe a Schedule of about* 80 *Sheets of Paper, intended, and I believe principally (if not wholly) composed, by his Lordship, for the regulation of* Chancery *affairs, the speedy dispatch and Abridgement of the charge of Suits there depending; all which to pretermit, were to wear the badge of Ingratitude, and to veil the well known worth of the said most sagacious and Honourable Peer.*

2. *That I might take the opportunity of acquainting those who are, or may be concerned, That I spend part of my time in Stating* Merchants-Accompts, Ship-Accompts, *or any Controversial Intricate* Accompts, *and in computing of* Interest, *the Valuation or forbearance of* Leases, Mortgages, *and* Annuities; *and am to be heard of at Mr.* Robert Horn's *the* Stationer, *at the entrance on the* Royal Exchange, *for whom this Book was Printed.*

And now as to the ensuing Work, I have this to say, That when I first Composed it, I observed a want of such Questions, that might not tire out the patience of the Reader *or* Student, *there being none but* Journals *and* Leidgers *of other Authors in Print, seeming to some like a Labyrinth of a more than sufficient length, and the which, then traced thorough, might possibly leave the Reader unskilful in these shorter Questions; some whereof have had their rise from real Affairs, which have happened much of the same kind. And now if the Reader be still unexperienced, and desirous to reap some benefit thereby, let me advise him to write out the* Journals *of some of these* Accompts, *omitting the Relative Numbers in the Margin, of the which see Section the seventh following, and are not to be made till the Parcel is entirely Posted, which that he may be enabled to do, he may use the ensuing Directions; but if this be thought too laborious, he may prick and examine over the said* Questions, *the* Accompt *it self gives Instruction for* Balancing, *the* Balance *of each Accompt being entred out of the* Leidger *at the end of the* Journal *parcels.*

Divers Accomptants have made the business of Simple *and* Compound Interest *and* Annuities, *the subject of their Discourses; and I think it not improper to tell the Reader, that in* 1664. *I published a Paper, consisting of a quarter of a Sheet, and fitted for a Letter-case, Intituled,* The Doctrin of Decimal Arithmetick, Simple Interest, *&c. as also of* Compound Interest *and* Annuities, *generally performed, for any time of Payment or Rate of* Interest, *by help of any particular Table of the forbearance of one pound Principal.*

The which having been censured by some that understood it not, I think it not amiss, a little better to inform them, That the Table therein used, is a Table of

Com-

To the READER.

Compound Interest, *at* 6 per Centum per Annum, *for some Days, as well as (it is usual) for some Years, the which to the said, or any other* Ratio, *may be raised by several Methods, without any Extractions of* Roots, *or aid of* Logarithms, *yea any* Logarithm *in the* Canon *may be easily computed thereby, and the converse; also any Number of mean* Proportionals *found between two Extreams given.*

The which Table and Precepts, removing the necessity of using a large Table of Logarithms, *or of those multitudes of Tables, fitted for the several kinds of* Annuity Problems, *at several Rates of* Interest, *and several terms of Payment, having been of constant and singular use to my self, and believing it will be of no less to others, I intend, (God Willing) to reprint, to be fitted as before, to be a* Vademecum *in a Letter-case, though with a larger Table, (which will remove some Operations hitherto necessary, to supply the want thereof) and besides an Explication thereof apart, illustrated with variety of Examples: And hope also hereafter to have some time to alter, amend, and re-print other Treatises of my own, As my* Book *of* Quadrants and Dyalling, *but most especially my Treatise of* Navigation, *Intituled,* The Mariners Plain Scale new plained; *the rather, in regard His present Majesty, to his Immortal Praise hath been pleased to settle a Maintenance for* 40 Hospital *Boys, and for a Learned* Lecturer *to teach them* Navigation; *on the Advancement whereof, the Splendor of the Government and the Trade and Safety of this Nation doth so much depend, that any that love their Country cannot but be zealous for, as particularly is*

Thy Friend and Well-wisher,

JOHN COLLINS.

DIRECTIONS
TO
Poſt or Tranſport the *JOURNAL* into the *LEIDGER.*

I. *For the Words of expreſſion.*

1. WHere you have many Debitors and one Creditor, proceed in order as they come, but where you have one Debitor and many Creditors, it is beſt (in my opinion) to Poſt all the Creditors firſt, and the Debitor laſt; in regard by this means, the figures of reference are firſt entred in the Journal.

2. Immediately after the word *To*, which is always uſed on the Debitors ſide, muſt follow the Name of that Account that is diſcharged; the word *By*, is always uſed on the Creditors ſide, and after it follows the name of the Account that is charged.

3. All Accounts of Wares, Voyages, Commodities, ought to be Poſted at large in all the particulars, with a Column ruled in the middle therein, to expreſs the Number, Weight, or Meaſure of the Commodity, by help whereof the number and quality of the Goods unſold, may be known.

4. Upon the Account of Wares, it is beſt to expreſs the Weight and Price, and on the Buyers or Sellers Account the time and manner of payment, if room permit: And here Note, That it is unuſual to uſe above one line in a parcel in the Leidger; and now though Wares or Commodities are Poſted at large, yet there is no ſuch neceſſity, that other Accounts be the like.

II. *For the manner.*

5. Diſcover by the Alphabet where that Account ſtands in the Leidger, you are to charge, or if the Account be not yet entred, frame an Account in a ſpare room, entring the Title in a fair *Italian* hand, and in the Kalender, the Folio where that Account ſtands; then in the outwardmoſt verge enter the Year, and in the firſt ruled ſpace, the Page of the Journal where that parcel ſtands, in the next Month, afterwards the day, then the words of the parcel, and in the next ruled Column the Page of the Leidger where that parcel ſtands Creditor, or if many Creditors, before the Column figures expreſſing where thoſe Accounts ſtand; and finally the ſum ſo charged, thus is the Debitor parcel entred; the like in ſeveral Accounts for many Debitors, when you have but one Creditor.

6. Turn to the Folio in the Leidger, where that parcel is to be diſcharged or made Creditor, and there entring as before the Year, Page of the Journal, Month, Day, Words of the parcel, Page or Pages of the Leidger where entred Debitor, and finally the ſum; thus is the Creditor parcel entirely entred, the like for many Creditor parcels in ſeveral Accounts, when you have but one Debitor.

7. Laſtly, in the Journal draw a line between the terms $\frac{\text{Dr.}}{\text{Cr.}}$ above the ſaid Line enter the Page of the Leidger, where that or thoſe parcels ſtand charged or made Debitor, and under the Line, the Page or Pages where the ſaid parcel or parcels are diſcharged or made Creditor: Obſerving by the way that every parcel is charged and diſcharged for the ſame ſum, either in groſs, or at length.

For the better explanation whereof, suppose I were to Post these parcels.

Journal Page (3.)		The 2d *January*, (1651.)	Sterling. l.	s.	d.	l.	s.	d.
4	Dr	*John Speed* for the Sum of *jC*l and is for so much owing by him due the Seventh of *April* following, as *per* his Obligation	100	00	00			
6	Dr	*Thomas Jenkins* owing by him due the Seventh of *June* following	50	00	00			
7	Dr	*Thomas Brooker* owing by him due the Seventh of *May*	40	00	00			
9	Dr	*William Low* owing by him due the Seventh of *July*	110	00	00			
5	Cr	Stock for the particulars as above	300	00	00	300	00	00

Again suppose the seventh day following, you have compounded to rebate at 8 *per Centum* simple interest, being to receive the Money present, and are to Post the Parcels of Rebate, which suppose to stand on the other side in the fourth Page of the *Journal*, and then finding by the Alphabet or Kalender, that these *Leidger* Accounts stand in such Folio's as are here expressed, *viz.* in Folio 4, 6, 7, 9, 5. these Mens Accounts must be Posted as is here shewed; but in the Account of Stock, the Debitor, or Creditor Parcel, or both, may be Posted brief or long, as you best approve.

(4. pag.)		The 7th *January*, (1651.)	l.	s.	d.	l.	s.	d.
5	Dr	Stock for the Sum of *viij*l. *xvj*s. *jx*d. and is for several sums allowed						
	—	the Creditors following in Rebate, the rest payable, *Contenti.*						
4	Cr	*John Speed* for the sum of *j*l. *xix*s. *ij*d. and is for three Months rebate of *jC*l. allowed him being not due till the seventh of *April*, and is now payable at demand	1	19	02			
6	Cr	*Thomas Jenkins* for five Months rebate of *L*l.	1	12	03			
7	Cr	*Thomas Brooker*, for four Months rebate of *xL*l.	1	00	09			
9	Cr	*William Law* for six Months rebate of *jCx*l.	4	04	07			
			8	16	09	08	16	09

This form of ruling a Leidger *I esteem the best, because the same points direct for Ruling both sides, and you may begin at which end you please of a Book so Ruled; but because this form takes up much room, and the Columns relating to the Page of the* Journal, *are thought superfluous (especially in these small Accounts) and the day of the Month expressed in the* Leidger *is a sufficient Directory to find the Page of the* Journal, *therefore in such cases, the form of ruling used in the second, third, and fourth Questions, is very approveable.*

Years of the Lord.	*Pag. of the Journal.*	*Months of the Year.*	*Days of the Month.*		*Pag. of the Leidger where Creditor.*	l.	s.	d.
Fol. (4)	*of*	*the leidger*		*John Speed* Debitor.				
1651.	3	*January.*	2	To Stock owing by him due the 7th *April* ——	5	100	00	00
(6)				*Thomas Jenkins* Dr.				
1651.	3	*January.*	2	To Stock owing by him due the 7th of *June* following—	5	50	00	00
(7)				*Thomas Brooker* Dr.				
1651.	3	*January.*	2	To Stock owing by him due the 7th *May* next ——	5	40	00	00
(9)				*William Law* Dr.				
1651.	3	*January.*	2	To Stock owing by him due the 7th of *July* next——	5	110	00	00
(5)				Stock (posted brief) Dr.				
1651.	4	*January.*	7	To *John Speed*, &c. allowed on rebate, as in Cr. *Fol.* 4, 6, 7, 9, ——	—	08	16	09
(5)				Stock (otherwise) at large Dr.				
1651.	4	*January.*	7	To *John Speed* for three Months rebate of *jC*l allowed him	4	01	19	02
		Ditto		To *Thomas Jenkins* for 5 Months rebate of *L*l. ——	6	01	12	03
				To *Thomas Brooker* for 4 Months rebate of *xL*l. ——	7	01	00	09
				To *William Law* for six Months rebate of *jC xl*. ——	9	04	04	07

Year.	Pag. Journal.	Months.	Days.		Pag. of the Leidger where Debitor.	l.	s.	d.	
									(4)
				Per Contra John Speed Creditor					
1651.	4	*January.*	7	By Stock for Three Months rebate of *jC*l	5	1	19	02	
				Thomas Jenkins per Contra Cr.					(6)
1651.	4	*January.*	7	By Stock for Five Months rebate of *L*l	5	1	12	03	
				Thomas Brooker Cr.					(7)
1651.	4	*January.*	7	By Stock for Four Months rebate of *xL*l	5	1	00	09	
				Per Contra Cr.					(9)
1651.	4	*January.*	7	By Stock for Six Months rebate of *jCx*	5	4	04	07	
				Stock *per contra* Cr.					(5)
1651.	3	*January.*	2	By *John Speed*, &c. owing as in their Accounts in Dr. *Fol.* 4, 6, 7,	9	300	00	00	
				Stock at large Cr.					
1651.	3	*January.*	2	By *John Speed* owing by him due the 7th *April*	4	100	00	00	
		Ditto		By *Thomas Jenkins* owing by him due the 7th *June*	6	50	00	00	
				By *Thomas Brooker* owing by him due the 7th *May*	7	40	00	00	
				By *William Law* owing by him due the 7th *July*	9	110	00	00	

A Waſt Queſtion to enter Beginners.

The firſt Queſtion following is otherwiſe ſtated in the ſecond Queſtion of this Introduction, where it is ſuppoſed that *Joſeph Berkenhead* a Merchants Apprentice, taketh up and ſelleth part of theſe Goods, by his Maſters order, who in the mean while is abſent in the Country, at whoſe return he delivereth in the Account there ſtated, being there done without Journal parcels, or an Account of Caſh.

The QUESTION.

A Merchant receiveth for his own Account out of the Ship Jonas *ſeveral Goods, namely, 92 Butts of* Provence *Oyl, 16 Searns of* Veniee *Soap, and 5 Hogsheads of Capers, which come conſigned to him from his Factors abroad.*

March

The twenty eighth of *March*, (1652.)

28 *Imprimis*, he taketh up of *James Wells* Salter the ſum of *jC*[l] impreſt in part or in hand of eight Tun of Oyl more or leſs bargained for and ſold the ſaid *James Wells*, the Money being to clear the Cuſtom and Charges of the ſaid Oyls and other Goods — 100 00 00

Ditto.

Item, he diſburſeth in Cuſtom and Charges of Goods, the ſum of *xCj*[l] *jx*[s] *iiij*[d] as follows.

92 Butts of Oyl whereof two conſumed in Leakage and Fillage in the Ships Hould, and 9 paſs Cuſtom-free for the allowance of Leakage, and 5 *per Centum*, the reſt being 81 contented by weight of part allowing 28 *per Centum* tare, and 7½[l] to a Gallon containing 43½ Tun rated at 32[l] a Tun at 5 *per Centum* of *Ditto* value is — 69 04 00

More diſburſed in Literage, Cranage, Carmen, Porters, Wharf, and Cooperage, as *per* particulars — 11 17 00

16 Searns of *Venice* Soap weighing at the Cuſtom-houſe (tare of 9 double Searns at 28[l] a Searn, of the ſingle at 14[l] a Searn, and the allowance of 5 *per Centum* abated) 36*C* neat rated at 3[l] *per Centum* — 5 08 00

More paid Charges, Cranage, Literage, Porters, &c. — 2 05 04

5 Hogsheads of Capers, weighing groſs 19*C* 3*q* 11*r* 14[l] abating ¼ of the whole weight for tare, and the allowance of 5 *per Centum* reſts neat 13*C* 1*q*[r] is ſuttle 1484[l] rated at 6[d] a pound at 5 *per Centum* of *Ditto* value is — 01 17 00

More diſburſed in Charges, Cooperage, &c. — 00 18 00

91 09 04 — 91 09 04

Ditto the Twenty ninth.

29 By Bills of Lading, as likewiſe *per* a note received from the Purſer of the ſaid Ship, the ſaid Goods are to pay Freight Oyls 46 Tun at 4[l] a Tun — 184 00 00

5 Hogsheads of Capers making 1 Tun at *ditto* rate is — 4 00 00

16 Searns of Soap containing two Tun at 5[l] *per* Tun — 10 00 00

198 00 00 — 198 00 00

The Thirtieth *Ditto*.

30 Sold *James Salter* 16 Butts of Oyl all filled [illegible] *per* Gauge 8 Tun 12½ Gallons at 236 Gallons a Tun ſold him [illegible] Tun, whereof he hath cleared the Exciſe, and produceth *ijC xcviij*[l] the odd Money *iiij*[s] *jxd* being abated — 298 00 00

Whereof he payeth *jC*[l] in hand, and *xCviiij*[l] more by aſſignation to the Captain of the Ship *Jonas* in part of his Freight.

April the third, 1652.

April 3 Sold to *James Blisset* for ready Money two Candy Barrels of Oyl containing 34 Gallons, drawn out of a deficient Butt, at *ij*l. *x*s. *per* Barrel — l. 05 s. 00 d. 00

More sold him for ready Money 7 single Searns of *Venetia* white Soap, weight gross 17 *C.* 2q^rs. 24l. tare, 12l. *per* Searn, rests neat, 16*C.* 3q^rs. 24l. at *ij*l. *viij*s. *per Centum* — 40 14 03

45 14 03 — 45 14 03

The fifth *Ditto*,

5 Sold to *James Blisset* 9 double Searns of *Venetia* white Soap weighing as followeth.

C.	qrs.	l.		C.	qrs.	l.	
1	2	2	17	7	02	02	27	
2	2	2	18	8	02	02	16	
3	2	2	20	9	02	02	10	
4	2	2	20	brought hither	16	00	05	
5	2	2	22		24	00	02	
6	2	2	20		01	03	20	Abated for tare at 24l. a Searn.
16	00	05	netto		22	00	10	Sold him at 2l. *x*s.

the *C.* weight, abating the odd 5d. rests *Lv*l. *iiij*s. — 55 04 00

Whereof he payeth *v*l. *iv*s. in hand, the rest to stand out 3 Months.

Ditto the eleventh.

11 Sold to *John Speed* and Partners 50 Butts of Oyl q^t as *per* Gage 6300 Gallons all filled up, and makes 26 Tun, 164 Gallons at *xxxvij*l. a Tun is *ixC. Lxxxvij*l. *xiiij*s. *iij*d. whereof they pay *Lxxxvij*l. *xiiij*s. *iij*d. in hand, the rest payable at 3 and 3 Months, as *per* two Bills, or joint Obligations under their hands, the one for *iiijC. L*l. payable the eleventh of *July*, the other for as much payable the eleventh of *October* following, or upon discount at simple Interest of 8 *per Centum* to pay at demand, Broker of this bargain *Elias Baker* — 987 14 03

Ditto the twelfth.

12 Paid Gauging of 90 Butts of Oyl (at 6d. a Butt) with Cooperage Cellerage, Leaking pans and Brokerage of 50 Butts sold *John Speed*, and partners at 1 ½d in the pound value as *per* particulars too large here to insert *xxv*l. *viij*s. — 25 08 00

The twentieth *Ditto*.

20 Sold to *James Blisset* Merchant and Salter of *London* 20 Butts of Oyl q^t as *per* Gage 10 Tun 150 Gallons with 4 empty Butts consumed in the Cellar in Leakage and Fillage, only a small remnant in one of them allowed him for Fillage, (all into the bargain), sold him at *xxxvij*l. a Tun, produceth, abating *iij*s. *ij*d. odd Money *iiijC. iiij*l. — 404 00 00

Wherefore he payeth *iiij*l. in hand, the rest payable as *per* two Obligations, the one for *ij*C l. due the 20 *June* next, the other for as much due the 6 *September* following, or upon discount at 8 *per Centum* simple Interest, to pay at demand.

Arm the Account upon this supposition, that the accounts of the costs of these Goods abroad are not as yet come home.

The Journal.

Journal parcels to the former *Waſt-Queſtion.*

The xxviij^th *March*, (1652.)

			l.	s.	d.	l.	s.	d.
1	Dr	Caſh or Money — for the ſum of *jC*^l. and is for ſo much received of						
1	Cr	*James Wells* Salter him impreſt or in hand, in part of a bargain of Oyl ſold him, and the rate agreed for, and is				100	00	00

Ditto.

1	Dr	*Provence* Oyls for the ſum of *Lxxxj*^l. *j*^s. and is for ſo much diſburſed in Cuſtom and Charges, namely,						
		Paid cuſtom of 90 Butts of Oyl containing 43½ Tuns, all allowances abated at *j*^l. *xij*^s. *per* Tun, is	69	04	00			
		More diſburſed in Lighterage, Cranage, Carmen, Porters, Wharf and Cooperage, as *per* particulars	11	17	00			
			81	01	00	81	01	00
1	Dr	*Venice* Soap for the ſum of *viij*^l. *xiij*^s. *iiij*^d. and is for ſo much paid Cuſtom and Charges of 16 Searns				07	13	04
2	Dr	Capers for the ſum of *ij*^l. *xv*^s. and is for ſo much paid				02	15	00
—		out in cuſtom and charges of 5 hogs-heads, as *per Waſt-book*				—	—	—
1	Cr	Caſh for the particulars paid out as above				91	09	04
								91 09 04

The xxix^th *Ditto.*

1	Dr	*Provence* Oyls for the ſum of *jC. Lxxxiiij*^l. and is for Freight of 46 Tun as *per* Bill of Lading, at *iiij*^l. a Tun				184	00	00
2	Dr	Capers for *iiij*^l. and is for Freight of 5 h^d h^d laden for a Tun at *Ditto* rate				04	00	00
1	Dr	*Venice* Soap for the ſum of *xl*^l. and is for Freight of 16 Searns laden home for 2 Tun at *vl. per* Tun				10	00	00
—						—	—	—
2	Cr	Ship *Jonas* (or owners of *Ditto* Ship) for the ſum of *jC. xCviiij*^l. and is for the pariculars of Freight due as above				198	00	00
								198 00 00

The xxx^th. of *March.*

		James Wells for the ſum of *ijC. xCviij*^l. and is for 16 Butts containing as *per* Gage 8 Tun, 123 Gallons, at 236 Gallons						
1	Dr	*Provence* Oyls a Tun ſold him at *xxxv*^l. a Tun, he having cleared the exciſe, and						
1	Cr	produceth *iiij*^s. *jx*^d. more which is abated						
								298 00 00

Ditto

			l.	s.	d.			
1	Dr	Caſh for the ſum of *jC.* and is for ſo much received from *Jam. Wells* in part of 16 Butts of Oyl this day ſold him	100	00	00			
2	Dr	Ship *Jonas* for the ſum of *xCviij*^l. and is for ſo much paid the Captain of the ſaid Ship in part of his Freight by *James Wells* Salter *per* aſſignation	98	00	00			
—			—	—	—			
1	Cr	*James Wells* for the ſum of *jC. xCviij*^l. and is for ſo much paid in, and made good by him in full of 16 Butts of Oyl ſold him as above	198	00	00	198	00	00

April the third, 1652.

1 Dr — Cash for the sum of *xlvl xiiijs. iijd.* and is for so much received of *James Blisset* for goods sold him, as follows.

		l.	s.	d.	l.	s.	d.
1	Cr	*Provence* Oyls for *vl.* and is for 2 Candy Barrels drawn out of a deficient Butt sold him at 50s. *per* Barrel	05	00	00		
1	Cr	*Venice* Soap for the sum of *xlvl. xivs. iijd.* and is for 7 single Searns sold him weight gross 17 C. 2qrs. 24l. tare 12l *per* Searn, rests neat 16C. 3q. 24l. at *ijl. viijs. per* Ct.	40	14	03		
			45	14	03	44	14	03

The fifth *Ditto.*

2 Dr — *James Blisset*
1 Cr — *Venice* Soap — for the sum of *Lvl. ivs.* and is for 9 double Searns sold him weighing neat as *per* Wast-Book 22C. 0qrs. 10l at *ijl. xs. per Centum*, abating *vd.* rests as above — 55 04 00

Ditto.

1 Dr — Cash
2 Cr — *James Blisset* — for the sum of *vl. ivs.* and is for so much received from him in part of 9 Searns of Soap sold him, the rest as *per* agreement, being to stand out three Months — 05 04 00

The eleventh *Ditto.*

2 Dr — *John Speed* and Partners
1 Cr — *Provence* Oyl — for the sum of *ixC. Lxxxvijl. xivs. iij.* and is for 50 Butts, containing as *per* Gage, 6300 Gallons all filled up, and makes 26 Tun 164 Gallons, at *xxxvijl.* a Tun, is — 987 14 03

To pay *Lxxxvijl. xivs. iijd.* in hand and the rest at 3 and 3 Months, as *per* 2 bills or joynt obligations under their hands, the one for *ivCl.* payable the eleventh of *July*, the other for as much payable the eleventh of *October* following, or upon discount at 8 *per Centum* simple interest to pay at demand, Broker of this sale, *Elias Baker.*

Ditto.

1 Dr — Cash
2 Cr — *John Speed* and Partners — for the sum of *Lxxxvijl. xivs. iijd.* and is for so much received from them in part of 50 Butts of Oyl this day sold them — 87 14 03

The twelfth *Ditto.*

1 Dr — *Provence* Oyls
1 Cr — Cash — for the sum of *xxvl. viijs.* and is for so much paid Gauging of 90 Butts with Cooperage, Cellarige, Leaking-pans, and Brokerage of 50 Butts sold yesterday, and is — 25 08 00

The twentieth *Ditto.*

2 Dr — *James Blisset*
1 Cr — Oyls of *Provence* — for the sum of *ivC. iiijl.* and is for 20 Butts qt as *per* Gage 10 Tun 150 Gallons (with 4 empty Butts consumed in the Cellar in Leakage and Fillage, only a small remnant in one of them allowed him for Fillage, all into the bargain) sold him at *xxxviijl.* a Tun, abating *iijs. ijd.* odd Money rests as above — 404 00 00

Ditto.

1 Dr — Cash
2 Cr — *James Blisset* — for the sum of *ivl.* and is for so much received from him in part of the Oyls sold as above —

The rest payable as *per* two obligations under his hand the one for *iiCl.* due the twentieth of *June* next, the other for as much due the sixth of *September* following, or upon rebate at 8 *per Centum*, simple Interest to pay at demand. — 04 00 00

The Balance follows.

The Balance.

To Balance the former Accompt Poſt

						l.	s.	l.
Dr	Balance for the ſum of *jM vC. Lxxxij*l. *x*s. *ij*d.	l.	s.	d.				
Cr	Caſh for the Balance of that accompt ſtill rem. in Cheſt.	225	15	02				
Cr	Capers of *Tholoon* for the Balance disburſed in Charges—	06	15	00				
Cr	*James Bliſſet* for the Balance ſtill owing by him———	450	00	00				
Cr	*J. Speed* and Partners for the Balance ſtill owing by them	900	00	00				
		1582	10	02		1582	10	02
Dr	*Provence* Oyls for the neat proceed of 90 Buts———	1404	05	03				
Dr	*Venetia* Soap for the neat proceed of 16 Searns———	78	04	11				
Dr	Ship *Jonas* ſtill due to the ſaid Ship for Freight———	100	00	00				
Cr	Balance for the particulars above due to the Merchant for the Produce of Goods ſold, and owing by him for Freight———	1582	10	02		1582	10	02

Leidger.

Caſh or *Money* Dr.

						l.	s.	d.
1652	1	*March*	28	To *James Wells* Salter borrowed upon a bargain of Oyl ſold	1	100	00	00
—		*Ditto*	30	To the ſaid received from him the complement of *Ditto* Bargain———	—	100	00	00
	2	*April*	03	To *Provence* Oyls received of *James Bliſſet* for two Barrels ſold him———	—	05	00	00
—		*Ditto*	—	To *Venetia* Soap received of *Ditto* for ſeven Searns ſold him	—	40	14	03
—		*Ditto*	05	To *James Bliſſet* received in part of nine Searns of Soap ſold	2	05	04	00
—		*Ditto*	11	To *J. Speed* and Partners received in part of Oyls ſold them	—	87	14	03
	2	*Ditto*	20	To *James Bliſſet* received in part of Oyls ſold him———	—	04	00	00
						342	12	06

James Wells Salter of *London.* Dr.

1652	1	*March*	30	To *Provence* Oyls for 16 Buts ſold him producing———	1	298	00	00

Provence Oyls Dr.

1652	1	*March*	28	To Caſh paid Cuſtom and Charges of 90 Buts———	1	81	01	00
—		*Ditto*	29	To Ship *Jonas* for Freight of forty ſix Tun, at *ivl.* a Tun.	2	184	00	00
	2	*April*	12	To Caſh paid Gauging, Cooperage, Cellaridge, Brokerage, and Leaking pans———	1	25	08	00
			R.	To Balance for the neat proceed born to that account folio	2	1404	05	03
						1694	14	03

Soap of *Venetia* Dr.

1652	1	*March*	28	To Money paid Cuſtom and Charges of 16 Searns———	1	07	13	04
		Ditto	29	To ſhip *Jonas* for Freight laden for 2 Tun, at 5 *l. per* Tun	2	10	00	00
			R.	To Balance for the neat proceed carried thither———	—	78	04	11
						95	18	03

Ledger.

Cash Cr.

						l.	s.	d.
1652	1	*March*	28	By *Provence* Oyles, paid Custom and Charges of 90 Buts.	1	81	01	00
	—	*Ditto*	—	By Soap of *Venetia*, paid custom and charges of 16 Searns	—	07	13	04
	—		—	By Capers, paid Custom and Charges, of 5 h' h' -	2	02	15	00
	2	*April*	11	By *Provence* Oyls, paid Gauging, Cellarige, Cooperage, &c.	1	25	08	00
			R.	By Balance born to Folio	2	225	15	02
						342	12	06

James Wells. Cr.

1652	1	*March*	28	By Cash received impreſt for a bargain of Oyl ſold him	1	100	00	00
	—	*Ditto*	30	By the ſaid received from him in full of Oyls ſold	—	100	00	00
				By ſhip *Jonas* payable by him to the Capt. in part of freight	2	98	00	00
						298	00	00

Provence Oyls. Cr.

1652	1	*March*	30	By *James Wells* Salter for	16	Buts ſold him for the value of	1	298	00	00
	2	*April*	03	By Cash received for two		Candy barrels ſold *Jam. Bliſſet*	—	05	00	00
	—	*Ditto*	11	By *J. Speed* & partners for	50	Buts ſold them to pay as *per* Journal	2	987	14	03
	—	*Ditto*	20	By *James Bliſſet* for	20	Buts ſold him	—	404	00	00
					4	Buts conſumed in Leakage and fillage.				
					90	Buts		1694	14	03

Soap of *Venetia.* Cr.

1652	2	*April*	03	By Cash received for	7	Searns ſold *James Bliſſet*	1	40	14	03
	—	*Ditto*	05	By *James Bliſſet* for	9	Searns ſold him to pay as *per* Jour.	2	55	04	00
					16	Searns ſold for		95	18	03

						l.	s.	d.
				Capers of *Tholoon.* Dr.				
1652	1	*March*	28	To Cash paid Custom and Charges	1	02	15	00
—	—	*Ditto*	29	To Ship *Jonas* for Freight laden for 1 Tun	2	04	00	00
						06	15	00
				Ship *Jonas* Dr.				
1652	1	*March*	30	To *Ja. Wells* Salter, paid the Capt. by *ditto* in part of freight	1	098	00	00
	R			To Balance due to the said Ship born to Folio	2	100	00	00
						198	00	00
				James Blisset Dr.				
1652	2	*April*	05	To *Venice* Soap for 9 Searns sold him upon 3 Months time	1	055	04	00
—	—	*Ditto*	20	To *Provence* Oyls for 20 Buts sold him to pay as *per* Journal	—	404	00	00
						459	04	00
				John Speed and Partners Dr.				
1652	2	*April*	11	To *Provence* Oyls for 50 Buts sold them to pay as *per* Journal		987	14	05
				Balance of these Accompts. Dr.				
	R			To Cash for the Balance in Cheft brought hither	1	225	15	02
	R			To Capers of *Tholoon* owing by *ditto* commodity for charg.	2	006	15	00
	R			To *James Blisset* owing by him by conclude of his accompt	—	450	00	00
	R			To *John Speed* and Partners owing by them	—	900	00	00
						1582	50	02

						l.	s.	d.
				Per Contra. Cr.				
			R	By Balance born to that account Folio	2	06	15	00
				Ship *Jonas* Cr.				
1652	1	*March*	29	By *Provence* Oyl for Freight of 46 Tun at 4l *per* Tun	1	184	00	00
		Ditto		By *Venice* Soap for Freight of 2 Tun at 5l. *per* Tun	1	10	00	00
				By Capers of *Tholoon* for Freight of 1 Tun	2	04	00	00
						198	00	00
				James Bliſſet Cr.				
1652	2	*April*	05	By Money received from him in part of Soap	1	05	04	00
		Ditto	20	By the ſaid received in part of Oyls ſold him		04	00	00
			R	By Balance owing by him born to that account Folio	2	450	00	00
						459	04	00
				Per Contra. Cr.				
1652	2	*April*	11	By Caſh received in part of the Bargain of Oyl	1	87	14	03
			R	By Balance owing by them payable at 2, 3 Months	2	900	00	00
						987	14	03
				Balance *per Contra.* Cr.				
			R	By *Provence* Oyls for the neat proceed of 90 Butts	1	1404	05	03
			R	By *Venetia* Soap for the neat proceed of 16 Searns ſold off		78	04	11
			R	By Ship *Jonas* ſtill due to the ſaid Ship for Freight	2	100	00	00
						1582	10	02

The Creditor ſide of this account of Balance ſhews that there is to be made good to the Merchant for the neat proceed of goods ſold; *jM. iiijC. Lxxxij*l. *x*s. *ij*d. and *jCl.* ſtill owing and payable by him for Freight, and now the Debitor ſide ſhews where this is to be had, namely, *ijC. xxv*l. *xv*s. *ij*d. in ready Money, and *jM. iijC. L*l. in debts ſtanding out not yet received, and the reſt the Capers owe for charges on 5 h' h' being all yet unſold.

THE SECOND QUESTION,

BEING THE SOPRACARGO'S OR Merchant-Adventurers ACCOUNTS,

STATED

TWO SEVERAL WAYS.

D

Anno, 1651. *Aug.*

Copy of an Account received from Abraham *Bateman* at *Yarmouth.*

White Summer Herrings full packed for account of Mr. *Charles Dethick* Merchant of *London.* Dr.

			l.	s.	d.
12	To Cash paid for 17 last at *ix*l. *per* last bought of *Walter Smith*		153	00	00
	To the said paid for 9 last bought of *Hugh Corney* at *viij*l. *xvj*s. *per* last		79	00	00
	To the said disbursed in Boat-hire, Expences, Cooperage, and Petties		01	03	00
	To the said for my Provisions at 1½ *per Centum*		03	09	06
R	To Balance changed into Dollars to carry in the Ship with me and makes at *iiij*s. *vj*d. a Dollar — ℔ 15		03	07	06
			240	00	00

Sept.

Copy of an Account received from him at Alicant *that came by way of* Valentia.

Lead 230 Piggs for *Charles Dethicks* Account Dr.

			Livers	Sols.	Deniers.
17	To Ship *Jonas* made good for Freight of 160 Piggs here sold	℔	60	00	00
	To cash paid custom and sisa of the Lead here sold at 4½ *per Cent.* of the value	℔	82	01	02
	To the said disbursed in petty Charges, Boat-hire, &c.	℔	03	11	08
	To the said for my Provisions at 1½ *per Centum* of the value sold	℔	27	07	02
R	To *Charles Dethick* his Account currant for the neat proceed	℔	1651	00	00
			1824	00	00

Herrings 216 Last or 432 Barrels for the said Account Dr.

	To Cash paid Freight of 18 Last at ℔ 5 *per* Last	℔	90	00	00
	To the said paid Custom *pro rato* of two hundred and sixteen Barrels sold	℔	38	00	00
	To the said for my Provisions of ℔ 946 at 1½ *per Centum*	℔	14	03	09
R	To Account currant for the neat proceed of 216 Barrels here sold	℔	799	16	03
			946	00	00

Barrillia for Account of *Charles Dethick* Dr.

	To Cash paid for 420 Searns weight 506 Cargo's netto at ℔ 4½ *per* Cargo	℔	2150	10	00
	To the said paid Charges, Boat-hire, Labourers, and 140 Searns to double caie some of the rest with Package and Weighing	℔	15	05	03
	To Cash paid Custom *pro rato* there established	℔	96	06	00
	To the said for my Provisions of ℔ 2150—10 at 1½ *per Centum*	℔	32	05	00
			2294	06	03

Sept.

Mr. *Charles Dethick* his Account currant Dr.

R	To Barrillia for the first costs and charges of 420 Searns	℔	2294	06	03
R	To Balance changed into Dollars to carry along in the Ship at several pieces and made — ℔ 189	℔	170	00	00
	This Account sent home by way of *Valentia*	℔	2464	06	03

Herrings *per contra* Creditor.

		l.	s.	d.
	By money for ſo much drawn or taken up here *per* Bill of Exchange —— ——	240	00	00

Lead for the ſaid Account Cr.

				l.	s.	d.
	By Money received for 160 roove 10 rooves a Cargo ——	160	piggs weight 152 Cargos at 24l the at Livers 12 *per* Cargo —— —— —— —— ℔	1824	00	00
R	By Lead remaining —— ——	70	piggs carried in the Ship			
		230	piggs			

Herrings for the ſaid Account Cr.

				l.	s.	d.
	By Money received for ——	112	Barrels at ℔ 4½ *per* Barrel —— —— —— ℔	504	00	00
	By the ſaid received for ——	104	Barrels at ℔ 4½ *per* Barrel —— —— —— ℔	442	00	00
R	By —— —— —— ——	96	Barrels remaining unſold	946	00	00
		312				

Barillia Cr.

		l.	s.	d.
R	Born to the Account currant the full coſts and charges being —— —— —— ℔	2294	06	03

Mr. *Charles Dethick* his Account currant Cr.

		l.	s.	d.
R	By Balance brought from *Tarmouth* —— —— —— —— ℔. 15 is —— —— —— ℔	13	10	00
R	By Lead for the neat proceed of 160 piggs here ſold —— —— —— —— —— ℔	1651	00	00
R	By Herrings for the neat proceed of 216 Barrels here ſold —— —— —— —— ℔	799	16	03
	Here 12 Deniers make 1 Sol and 20 Sols 1 Liver worth 5 ſhillings ſterling ℔	2464	06	03

Venetia

Lead 70 Piggs. Dr.

To Money paid Freight of 10 Tun at 7 Piggs to the Tun a ℔ 20 *per* Tun —— ℔ 200 00
To the said paid Lighterage, Landing, Porters, Custom, Cottimo, Magazeen —— ℔ 119 07
To the said for my Provisions at 1½ *per Centum* —— ℔ 20 07
R To Account currant for the neat proceed of 40 Piggs here sold —— ℔ 1014 10
℔ 1354 00

White Herrings 8 Last or 96 Barrels. Dr.

To Ship *Jonas* made good for Freight and Primage at ℔ 13 *per* Last —— ℔ 104 00
To money paid custom, Cottimo, boat-hire, officers fees, ware-house, brokerag —— ℔ 56 00
To be deducted for a loss of 2 *per Centum* on the Bank Money to receive it out of Bank in Dollers —— ℔ 18 18
To be deducted from my Provisions of Sale 1½ *per Centum* —— ℔ 13 09
R To Account currant for the neat proceed —— ℔ 729 19
921 14

Barrillia 420 Searns Dr.

To Cash paid Freight at ℔ 1 *per* Searn —— ℔ 420 00
To the said paid Custom, Cottimo, Barcage, Lazaretto, Brokerage, &c. —— ℔ 466 08
To the said for my Provision at 1½ *per Centum* —— ℔ 84 07
R To Account currant for the neat proceed —— ℔ 4650 00
5620 15

White Soap *Venetia.* Dr.

To Barrillia for 9 double Searns of Soap weighing neat 23 Kintals received in barter of 20 Searns of Barrillia the value bartered is —— ℭ 1792 00
To Cash paid for 7 single Searns weighing neat 18 Kintals at ℭ 78 the Kintal is —— Livers 1404 00
To the said paid Custom, Boat-hire, and Fachines —— ℭ 152 18
To Provisions at 1½ *per Centum* —— ℭ 47 18
And makes in ℔ of ⅝ or Dollers ℭ 8—16ˢ *per* Doller —— ℔ 386 —— ℭ 3396 16
℔ 547 20

November the Ninth at *Venetia.*

Mr. *Charles Dethick* his Account currant Dr.

To White Soap for the costs and charges of 16 Searns —— ₰ 386 00
To Cash lent the Jewish Merchants on Bottomree to lade Corn at *Ancona* bound for *Genoa* there to be repayed at 12 *per Centum* advance the Resigo born —— ₰ 4000 00
R To Balance remaining in my hands —— ₰ 308 00
₰ 4694 00

Lead *per contra* Creditor.

By money received for	4	piggs weighing gross 1240l at ℔ 10 *per* Kintal—	℔	124	00
By the said received for	36	piggs weighing 12 *Ma* 70l at ℔ 102 *per Ma*—	℔	1230	00
R By—	30	piggs left in the hands of *Walter Wolfe*	℔	1354	00
	70	piggs			

Herrings *per contra* Cr.

By *Paulo Venier* for 96 Barrels sold him at ℔ 8 *di Banco per* Barrel wrote in to my credit	℔	768	00
Aggio of the said sum to make Bank money currant at ℔ 20 *per Centum*—	℔	153	14
		921	14

Barrillia Cr.

			Livers.	Sols		
By White Soap *Venetia* for Balance weight 64 Kintals of White Soap of a good	20	Searns of Barrillia neat bartered away for 9 Searns sort the value at ♃ 28 is—	♃	1792	00	
By Money received for— at ♃ 27 *per* Kintal—	200	Searns weight neat 636 *C.*	♃	17172	00	
By the said received for at ♃ 25 *per* Kintal—	200	Searns weight neat 63536l.	♃	15884	00	℔ gr.
	420	Searns sold for	♃	34848	00	5620 15

White Soap *per contra* Cr.

R By *Charles Dethick* his Account currant for the full costs and charges of 16 Searns there made me good ℔ 386	℔	547	10

Per contra the said Account Currant. Cr.

R	By Balance brought from *Alicant*				℔	189 00
R	By Lead for the neat proceed of 40 piggs sold at *Venetia*	℔	1014	10		
R	By White Herrings for the neat proceed of 8 last there sold	℔	729	19		
R	By Barrillia for the neat proceed of 420 Searns sold	℔	4650	00		
		℔	6395	05		4505 00
					℔	4694 00

Here 24 gr. or gros makes a Duccat and
Livers 6—4 Sols is a Duccat and Livers 8 16 Sols a Doller or ℔ of ℣ and 20 Sols a Liver the ♃ or Duccat worth *iij*s. *ij*d. sterling and the ℔ or Doller *iiij*s. *vj*d.

Oyls of *Provence* 92 Butts. Dr.

	Florins.	Sols			
To Money paid for 230 Milroes at Florines 28 *per* Milroe	6440	00			
To the said paid for 400 Milroes at Florines 29 is	11600	00			
To the said paid for Cask, Hoops, Pipestaves, Clapboards, for Heading Twiggs, Flaggs, Cooperage, Drink-silver to the Mariners, Boat-hire, Expences, *&c.*	965	02			
To the said paid Custom, Officers fees, *&c.*	524	00			
To the said paid Brokerage at 1 *per Centum*	180	04			
To the said for Provisions at 1½ *per Centum* of the value bought	270	06			
	19980	00	4440	00	00

Capers of *Tholoon* Dr.

			Dollers.		
To Cash paid for 5 h'h' Weight 7 Cargo's 1 Kintal *Marsilia* weight at Florins 90 *per* Cargo is	F.	660	00		
To the said paid for Cask, Custom, Boat-hire, Cooperage, Brokerage, and Drink-silver		149	02		
To the said for my Provisions at 1½ *per Centum*		09	10		
		819	00	182	00 00

At *Tholoon* 17 *February*, 1651.

Charles Dethick, his Account currant Dr.

		Dollers.		
To Oyls of *Provence* for 92 Butts cost with all charges	✠✠✠	4440	00	00
To Capers of *Tholoon* for 5 h'h' cost with all charges	✠✠✠	182	00	00
R To Balance due by conclude of this Account	✠✠✠	166	00	00
		4788	00	00

Copy of the Account of the Sales of the returns delivered in by Joseph Berkenhead *to his Master, the Wast-Book whereof is laid down in the first Question of this Treatise.*

1652. *March* 30 — *James Wells* Salter of *London* Dr.

	I.	S.	D.
To *Provence* Oyls for 16 Butts q^t as *per* Gage 8. Tun 123 Gallons sold him at xxxv^l a Tun abating the odd Money rests	298	00	00

1652. *March* — *Provence* Oyls [90] Butts for Account of *Charles Dethick* Dr.

28 To Money paid Custom as *per* Wast Book	69	04	00
28 To the said paid Lighterage, Cranage, and Charges	11	17	00
29 To Ship *Jonas* for Freight home of 46 Tun at 4^l *per* Tun	184	00	00
Apr. 12. To Money paid Guaging, Cooperage, Cellarige, Rokerige, Leaking-pans	25	08	00
R To Account currant for the neat proceed of 86 Butts sold	1404	05	03
	1694	14	03

Oyls *per Contra* Creditor.

R	By *Charles Dethick* his Account currant born thither ———	℔	4440	00	00

Capers *per Contra* Cr.

R	By Account currant for the Balance born thither ———	℔	182	00	00

Per Contra the said Account currant Cr.

	By Money received at *Genoa*, in full of ℔ 4000 lent out on Bottomree with 12 *per Centum* advance is ———	℔	4480	00	00
R	By Balance brought from *Venetia* ———	℔	308	00	00
		℔	4788	00	00

Here 12 Sols is a Florine and 54 Sols a Dollar worth 4'. 6d.

James Wells per Contra. Cr.

1652. *March.* 28	By Money taken up impreſt or in hand in part of a Bargain of Oyl ———		100	00	00
Ditto.	By Ship *Jonas* for aſſignment made over payable to the Captain of the ſaid Ship in part of Freight due ———		98	00	00
30	By Money received from him in full ———		100	00	00
			298	00	00

Provence Oyls *per Contra.* Cr.

1652. *March,* 30	By *James Wells* Salter for	16	Buts ſold him for the value of ———		298	00	00
Apr. 3.	By Money received for two	—	Candy Barrels drawn off ſold *James Bliſſet*		05	00	00
11	By *John Speed* and partners for	50	Butts ſold them for part Money in hand		987	14	03
21	and the reſt upon time	—	the whole being ———				
	By *James Bliſſet* for ———	20	Butts ſold him producing ———		404	00	00
	Conſumed in Leakage ———	4	Butts and fillage ———		1694	14	03
		90	Butts				

		l.	s.	d.
1652 March,	Soap of *Venetia* for account of *Charles Dethick* Dr.			
28	To Money paid Custom and Charges of 16 Searns	07	13	04
29	To Ship *Jonas* due for freight laden for two Tun at v^{l} *per* Tun	10	00	00
R	To Account currant for the neat proceed	78	04	11
		95	18	03
1652. March,	Capers of *Tholoon* for the said account Dr.			
28	To Cash paid Custom and Charges of 5 Hogs-heads	02	15	00
29	To Ship *Jonas* for Freight	04	00	00
		06	15	00
1652. March,	Owners of Ship *Jonas.* Dr.			
30	To *James Wells* Salter receivable from him by assignment in part of Freight	98	00	00
R	To Balance due to the said Ship born to the Account currant	100	00	00
		198	00	00
1652. April,	*James Blisset* Dr.			
5	To *Venice* Soap for 9 Searns sold him upon three Months time	55	04	00
20	To *Provence* Oyls for 20 Butts sold him to pay *iiij*^{l} in hand and the rest at two payments, as appears at large by specialty	404	00	00
		459	04	00
1652. April,	*John Speed* and Partners Dr			
11	To *Provence* Oyls for 50 Butts sold them to pay part in hand, and *ixc*^{l} in halves at 2, 3 Months time, or to discount	987	14	03
	The Account currant for my Master Mr. *Charles Dethick* Merchant of *London.* Dr.			
R	To Capers of *Tholoon* for disbursements and charges on 5 h'h'	06	15	00
R	To *James Blisset* owing by him for Goods sold, for the which the Goods have credit, and is here wrote back	450	00	00
R	To *John Speed* and Partners owing by them for Goods sold here wrote back	900	00	00
R	To Balance due to my Master upon this account which is in my hands in ready Money at his disposal	225	15	02
		1582	10	02

1652.	*Venice* Soap Creditor.	l.	s.	d.
April,				
3	By Money received for 7 Searns neat 16C 3qr. 24l sold *James Blisset* for——	40	14	03
5	By *James Blisset* for 9 Searns neat 22-0--10 sold him upon time———	55	04	00
		95	18	03
	Capers *per Contra* Cr.			
R	By Balance for the Charges born to my Masters Account currant——	06	15	00
1649	*Per contra* Ship *Jonas* Cr.			
Octob.				
29	By *Province* Oyls for Freight of 46 Tun, at 4l. *per* Tun———	184	00	00
	By *Venice* Soap for Freight of two Tun at *vl.*———	10	00	00
	By Capers for Freight of 5 h' h' laden aboard for one Tun———	04	00	00
		198	00	00
1652.	*James Blisset* Cr.			
April,				
5	By Money received from him in part of Soap———	05	05	00
20	By the said received in part of Oyls sold him———	04	00	00
R	By Balance still owing by him born to my Masters Account currant——	450	00	00
		459	04	00
1652.	*Per contra John Speed* and Partners. Cr.			
April,				
11	By Money received from them in part of Oyls sold———	87	14	03
R	By Balance owing by them born to the Account currant———	900	00	00
		987	14	03
	Charles Dethick his Account currant Cr.			
R	By *Province* Oyls for the neat proceed of 90 Butts sold———	1404	05	03
R	By *Venice* Soap for the neat proceed of 16 Searns sold———	78	04	11
R	By Ship *Jonas* still due to the Owners for Freight, which I here write back to my Masters credit in regard the Goods are charged, and the Debts still payable———	100	00	00
		1582	10	02

The Queſtion as it concerns the Principle.

The Ship *Jonas* being in the *Thames*, bound out to *Yarmouth* with Goods, and there to fill up with Herrings for a Trading Voyage to the *Straights*, a Merchant of *London Charles Dethick* ſends an adventure with *Abraham Bateman* his Kinſman, being Purſer, or Sopracargo of the ſaid Ship, who hath order to ſell the ſaid adventure, and to furniſh returns with the produce, and is to be allowed 1½ *per Centum* Factorage, or Proviſions of all the Goods by him bought or ſold.

The Queſtion propounded is thus:

Anno. 1651. *Aug.* x th 12

And firſt the ſaid Merchant lades aboard the ſaid Ship 230 piggs of Lead coſt here with all Charges *iiijC Lxxx*l. *Item*, the ſaid Sopracargo draws on his Principal *ijC xl*l. wherewith he buyeth Herrings: Part of theſe Goods are ſold at *Alicant*, and the produce inveſted into *Barrillia*, which, together with the Goods left, were all ſold and diſpoſed of at *Venetia*, and part of the produce lent out on Bottomree, and returns furniſhed in *Venetia* Soap, *Provence* Oyls and Capers, as more amply appears by the Accounts ſent home by the Sopracargo, the Ship after her arrival at *Genoa* taking in a Stock to lade Oyls home from *Tholoon*.

At the arrival of the returns the Merchant or Adventurer being in the Country, enordereth his Servant *Joſeph Berkinhead* to take up the ſaid Goods, and make Sale thereof, who rendreth his Maſter the precedent Account of what he had done therein.

Finally, annexing certain Receipts and Payments made by the Merchant Adventurer himſelf as they are expreſſed on the next Page following, it is deſired to draw up an Account of Stock or Cargazoon apart by it ſelf to ſee what was gained or loſt by the ſaid Adventure.

Charles Dethick in his Account of Stock or Cargazoon Dr.	l.	s.	d.
To Lead for 230 piggs ſhipt off in the Ship *Jonas* coſt with all charges	480	00	00
To Caſh for ſo much drawn by *Abraham Bateman* to buy Herrings	240	00	00
To the ſaid paid Inſurance of *iiijC Lxxx*l adventure in Lead	33	12	00
To the ſaid paid Inſurance of *ijC xx*l upon Herrings at 7 *per Centum*	16	08	00
To the ſaid paid Portage and Poſt of Letters	00	12	00
To Owners of Ship *Jonas* ſtill due for Freight of Goods	100	00	00
To Profit and Loſs for the Balance being the entire gains of the whole adventure, and the anſwer of the Queſtion propounded	964	00	00
	1833	12	00

Theſe entrances may be uſed by the Merchant in his Ledger, but note that if the Sales of the returns had not been ſtated into an Account, but only propoſed or laid down as a Waſte Book, then the Queſtion could not have been thus anſwered, but muſt have been ſtated at large, which for varieties ſake I have likewiſe done, and follows, and whereby may be more particularly ſeen the Proceed, Gain, or Loſs of each Commodity, charging and diſcharging the Sopracargo for all the Goods by him ſold and bought: And further note, that the ſaid Account may be either ſtated out of the Waſte-Book, or out of the Account of the Sales of the Returns.

		l.	s.	d.
May 1652.	Mony disburſed by the Merchant Adventurer *Charles Dethick.*			
	Paid inſurance of *iiijC Lxxx*l on Lead at 7 *per Centum*	33	12	00
	More paid inſurance of *ijC xx*l adventure on Herrings at ditto rate	15	08	00
	More paid Portage and Poſt of Letters	00	12	00
		49	12	00
Anno 1652.	Received by him as followeth,			
May 5.	From my Servant *Joſeph Berkinhead* at my return out of the Country, the Balance in his hands and was	225	15	02
	From *James Bliſſet* in full of three payments for Soap and Oyls ſold him the ſumm of *iiijC xlij*l *iij*s *iiij*d.			
May 6	*Viz.* In full of *L*l due for Soap the fifth of *July*, allowing him two Months rebate at 8 *per Centum* ſimple Intereſt — 49 06 11			
	More in full of *ijC*l due the 20 *June* next for Oyls ſold him allowing 1½ Months rebate — 198 00 05			
	More in full of *ijC*l due the 6 *September* following in full of Oyls ſold him, allowing 4 Months rebate — 194 16 00			
		442 03 04	442	03 04
Ditto 9	More received from *Philip Bolton* in full of a Bill of Exchange for Duccats 850 *de Banco* at 51 pence Sterling by him formerly accepted, from *Walter Wolfe* Merchant at *Venice* for the neat produce of 30 Piggs of Lead by him there ſold and is	180	12	06
		848	11	00

		l.	s.	d.
	Per Contra the ſaid Account of Adventure Creditor.			
	By *Abraham Bateman* for the Balance owing by him ℔ 166, is at 4s 6d.	37	07	00
	By *John Speed* and Partners for the Balance owing by them	900	00	00
	By Capers of *Tholoon* for the firſt Coſts and Charges of 5 h'h' ℔ 182 is	40	19	00
	By the ſaid for Freight, Cuſtom and Charges	06	15	00
	By Caſh received from my Servant *Joſeph Berkinhead* the Balance	225	15	02
	By the ſaid received from *James Bliſſet* in full of *iiijC L*l due	442	03	04
	By the ſaid received *per* Exchange from *Walter Wolfe* Merchant at *Venice* for the produce of 30 piggs of Lead by him there ſold	180	12	06
		1833	12	00

JOURNAL
OF THE
SOPRACARGOS
ACCOUNTS,
STATED OTHERWISE
At length.

(1)

August the twelfth, (1651.)

			l.	s.	d.	l.	s.	d.
1	Dr	Lead for the summ of *iiijC Lxxx*l and is for the full costs and charges of 230 piggs shipped aboard the *Jonas*	480	00	00			
2	Dr	*Abraham Bateman* for the summ of *ijC xL*l and is for so much by him drawn to *Yarmouth* to invest into Herrings	240	00	00			
			720	00	00	720	00	00
1	Cr	*Charles Dethick* Merchant of *London* his Account of Stock, Cargazoon, or adventure for the particulars above.						

The entrances out of the *Sopracargo*'s Account are these.

1	Dr	Herrings —— For the summ of *ijC xxxvj*l. *xij*s. *vj*d. and is for the						
2	Cr	*Abraham bateman* first costs and charges of 26 Last bought at *Yarmouth*, to carry along for the adventure				236	12	06

September the seventeenth.

2	Dr	*Abraham Bateman* for the summ of *vjC xij*l. *xiiij*s. and is for the neat proceed of Lead and Herrings sold at *Alicant*, *viz.*						
1	Cr	Lead for the summ of *iiijC xij*l. *xv*s. and is for the value of the neat proceed of 160 piggs sold at *Alicant*, the Livre at *v*s. sterling, is	1651	00	00	412	15	00
1	Cr	Herrings for the summ of *jC xCix*l. *xix*s. and is for the neat proceed of 18 Last there sold	799	16	03	199	19	00
			2450	16	03	612	14	00
						612	14	09

Ditto.

2	Dr	*Barrillia* —— For the summ of *vC Lxxiij*l. *xj*s. *vij*d. and is for the						
2	Cr	*Abraham Bateman* first costs and charges of	420 Livres.	Sols	Searns.			
		Bought at *Alicant* to carry for the adventure to *Venice*	2204	6	3	573	11	07
		The Livre at *v*s						

November the ninth from *Venetia.*

2	Dr	*Abraham Bateman* for the summ of *jM xij*l. *viij*s. *j*d. and is for the neat proceed of several Goods there sold.								
1	Cr	Lead for the summ of *jC Lx*l. *xij*s. *iij*d. and is for the neat proceed of 40 piggs there sold, the Duccat valued at *iij*s. *ij*d.	℔	Gr	l.	s.	d.			
			1014	10	160	12	03			
1	Cr	Herrings for the summ of *jC xv*l. *x*s. *x*d, and is for the neat proceed of 8 Last there sold	℔ 729	19	115	10	10			
2	Cr	*Barrillia* for the summ of *vijC xxxvj*l. *v*s. and is for the neat proceed of 420 Searns there sold the Duccat at *Ditto* value	℔ 4650	00	736	05	00			
			℔ 6394	05	1012	08	01	1012	08	01

(2)

November the 9th 1651. at *Venetia*.

									l.	s.	d.
2	Dr	*Venetia* Soap for the sum of *Lxxxvj*l. *xvij*s. and is for the first costs and charges of 16 Searns the Dollar or ℔ of $\frac{8}{7}$ at *iiij*s. *vj*d.				℔	386	00	86	17	00
2	Dr	Account of Bottomree or Cambio Maritimo, for the sum of *ixC*l. and is for the value of ℔ 4000 lent out to Jews Merchants to buy corn at *Ancona*, they freighting the ship to *Genoa* where the hazard run the same is payable at 12 *per centum* advance				℔	4000	00	900	00	00
2	Cr	*Abraham Bateman* for the Particulars above				℔	4386	00	986	17	00
									986	17	00

Tholoon 17th *February*, (1651.)

									l.	s.	d.
2	Dr	*Abraham Bateman*	} For the sum of *jMa viij*l. and is for the value								
2	Cr	Account of Bottomree	} of ℔ 4480 received at *Genoa* from the assigns								
		of the Jewish Merchants being for ℔ 4000 lent out at Cambio Maritimo at 12 *per centum* advance	}			℔	4480	is	1008	00	00

Ditto.

									l.	s.	d.
3	Dr	*Provence* Oyls for the sum of *jxC xCix*l. and is for the first cost and charges of 92 Butts at *Tholoon* which cost there as *per* account lent home the Dollar at *iiij*s. *vj*d.				℔	4440	00	999	00	00
3	Dr	Capers for the sum of *xL*l. *xix*s. and is for the costs of 5 Hogs heads there bought				℔	182	00	40	19	00
1	Dr	*Charles Dethick* his Account of Stock or Cargazoon for the summ of *xxxviij*l. *vij*s. and is for the value of ℔ 166 still owing by *Abraham Bateman* being entred here for formality, this being a Rest or one of the parcels of the entrances which shew how to Balance the account				℔	166	00	37	07	00
2	Cr	*Abraham Bateman* for the particulars paid out and owing by him as above				℔	4788	00	1077	06	00
									1077	06	00

To enter the Account of the Sales of the returns, or *Joseph Berkinhead*'s account, this is to be done without Journal parcels, unless we have reference to the Waste Book (in the first Question) and from thence frame them, which were more tedious, and besides the rest of these Questions are stated out of Wast-Books; wherefore to do this out of the account, enter all the said account *verbatim* in the Ledger following, only omitting the Account Currant, and all Rests and Balances whereof it is framed, and where there is any mention of Money, or the Goods charged and discharged To Money for Costs, or By Money for Sales, to frame an Account for the same under the name of *Joseph Berkinhead*.

(3)

The entrances out of the Merchants Note of Receipts and Payments, are such as follow.

			l.	s.	d.	l.	s.	d.
		May the sixth, (1652.)						
1	Dr	Lead for the summ of *xxxiij*l. *xij*s. and is for so much paid Insurance of *iiijC Lxxx*l. adventure	33	12	00			
1	Dr	Herrings paid Insurance of *ijC xx*l. on that Commodity	15	08	00			
1	Dr	Profit and Loss paid Portage and Post of Letters	00	12	00			
1	Cr	*Charles Dethick* his Account of Stock for the particulars by him disbursed as above	49	12	00	49	12	00
		May the sixth, (1652.)						
2	Dr	*Venice* Soap for two Months rebate of *L*l. allowed *James Blisset* and the Money paid in and is	00	13	01			
3	Dr	*Provence* Oyls for the summ of *vij*l. *iij*s. *vij*d. and is for so much allowed *James Blisset* for 2 rebates of *iiijC*l owing by him on that commodity, *viz.* for 1½ months rebate of *ijC*l. due 20th *June* ——— 01--19--07	07	03	07			
3	Cr	*Item* for 4 M° rebate of *ijC*l. due the 6 *September* 05--04--00 *James Blisset* for the rebates allowed him as above	07	16	08	07	16	08
1	Dr	*Charles Dethick* his Account of Stock or Cargazoon for the summ of *viijC xLviij*l. *xj*s.——and is for the particulars by him received as follows,						
2	Cr	*Joseph Berkinhead* received from him the Balance due upon his Account ——— *May* 5th is	225	15	02			
3	Cr	*James Blisset* received from him in full of *iiijC L*l. owing for the which he is rebated ——— the 6th	442	03	04			
1	Cr	Lead received *per* Exchange for the neat proceed of 30 pigs remaining in the hands of *Walter Wolse* Merchant at *Venice*, and by him sold and the Money remitted, and is *jC Lxxx*l. *xij*s. *vj*d. the 9th	180	12	06			
			848	11	00	848	11	00
		To Balance the former Account being right Posted enter these Parcels.						
Dr / Cr		Profit and Loss / *Venice* Soap Lost by that commodity the sum of *jx*l *v*s *ij*				00	05	02
Dr		Lead for the neat gains *ijC xL*l. *vij*s. *ix*d.	240	07	09			
Dr		Herrings for the neat gains	63	09	04			
Dr		*Abraham Bateman* for the Balance of his Account gained by difference of Coins	01	05	00			
Dr		*Barrillia* for the neat gains						
Dr		Account of Bottomree for the neat gains	162	13	05			
Dr		*Provence* Oyls for the neat gains	108	00	00			
Cr		Profit and Loss for the particulars gained as above	398	01	08			
			973	17	02	973	17	02

		l.	*s.*	*d.*	*l.*	*s.*	*d.*
Dr	Stock for the ſum of *jxC xLvij*[l]. *xiiij*[s].						
Cr	Capers for the firſt coſts and charges of 5 Hogs-heads yet remaining unſold	47	14	00			
Cr	*John Speed* and Partners for the Balance ſtill owing by them	900	00	00			
		947	14	00	947	14	00
Dr	Ship *Jonas* for the Balance of that account ſtill due to the Owners for Freight	100	00	00			
Dr	Profit and Loſs for the Balance of that Account being the whole gains for the Adventure	964	00	00			
Cr	Stock for the particulars above	1064	00	00	1064	00	00

LEIDGER follows.

		Journal pag.		Leidger Pag.	£.	s.	d.
			Lead Dr.				
1651. *Auguſt*,	12	1	To Stock for [230] pigs Shipt off Aboard the *Jonas* coſt	1	480	00	00
May,	6		To the ſaid paid Inſurance of *iiijC Lxxx*l. at 7 *per centum*		33	12	00
1652. R			To profit and Loſs for the neat gains	1	240	07	09
					753	19	09
			Herrings Dr.				
1651. *Auguſt*,	12	1	To *Abraham Bateman* for the full coſt of 26 Laſt at *Yarmouth*	2	236	12	06
R			To Stock paid Inſurance of *ijC xx*l on this commodity	1	15	08	00
			To Profit and Loſs for the neat gains	1	63	09	04
					315	09	10
			Mr. *Charles Dethick* his Account of Stock Dr.				
1652. R		2	To *Abraham Bateman* for the foot of his Account ſtill owing	2	37	07	00
May,	5	3	To *Joſeph Berkinhead* for the Balance of his Account paid in	2	225	15	02
	6		To *James Bliſſet* for the Balance of his Account paid in by him	3	442	03	04
	9		To Lead received *per* Exchange for 30 pigs ſold at *Venice*	1	180	12	06
R			To Capers of *Tholoon* for the coſts and charges of 5 h' h' unſold	3	47	14	00
R			To *John Speed* and Partners for their Balance ſtill owing	3	900	00	00
					1833	12	00
			Profit and Loſs Dr.				
1652. *May*,	6		To Stock diſburſed in Poſt and Poſtage of Letters	1	00	12	00
R			To *Venice* Soap for the Balance loſt by that commodity	2	09	05	02
R			To Stock for the Balance carried thither being the neat gains of the whole adventure	1	964	00	00
					973	17	02

							l.	s.	d.
1651.			**Lead**			Cr.			
Sept.	17	1	By *Abraham Bateman* for the neat proceed of	160	pigs sold at *Alicant*	2	412	15	00
Nov.	9		By the said for the proceed of 40 pigs sold at	40	*Venice*	—	160	12	03
May,	9	—	By stock of the principal received by him for	30	pigs sold at *Venice*	1	180	12	06
				230	pigs		753	19	09
1651.			**Herrings *per contra***			Cr.			
Sept.	17	1	By *Abraham Bateman* for	18	Last sold by him at *Alicant*	2	199	19	00
Nov.	9	—	By the said for the neat proceed of	8	Last sold at *Venetia*	—	115	10	10
				26	Last		315	09	10
1651.			*Per contra* the said Account of Cargazoon or Adventure			Cr.			
August,	12	1	By Lead for 200 pigs shipt off aboard the *Jonas*			1	480	00	00
ditto		1	By *Abraham Bateman* for so much drawn to *Yarmouth* by him			2	240	00	00
May,	6		By Lead paid out in Insurance of *iiijC Lxxx*l. on that commodity			1	33	12	00
	—	—	By Herrings paid Insurance of *ijC xx*l. on that commodity			1	15	08	00
	—	—	By Profit and Loss paid Port and Postage of Letters			—	00	12	00
		R	By Ship *Jonas* still due to the Owners for Freight			3	100	00	00
		R	By Profit and Loss for the Balance of that Account being the neat gains of the whole Adventure			1	964	00	00
							1833	12	00
			Profit and Loss			Cr.			
		R	By Lead for the neat gains of 230 pigs			1	240	07	09
		R	By Herrings for the neat gains of 26 Last			1	63	09	04
		R	By *Abraham Bateman* for the balance gained by difference of Coins			2	01	05	00
		R	By *Barrillia* for the neat gains of 420 Searns			2	162	13	05
		R	By Account of Bottomree gained by Money lent out			2	108	00	00
		R	By *Provence* Oyls gained by 92 Butts sold off			3	398	01	08
							973	17	02

						£.	s.	d.
			Abraham Bateman Dr.					
1651.								
August,	12	1	To *Charles Dethick* his Account of Stock drawn to *Yarmouth* ——	1		240	00	00
Sept.	17	1	To Lead for the neat proceed of 160 pigs sold at *Alic.* ℔ 1651-00-00	1		412	15	00
	--	1	To Herrings for the neat proceed of 18 last there sold ℔ 799-16-03	1		199	19	00
Novem.	9	1	To Lead for the proceed of 40 pigs sold at *Venice* ℔ 1014-10-gr.	1		160	12	03
	—	1	To Herrings for the proceed of 8 last there sold ℔ 729--19 ——	1		115	10	10
Febr.	—	1	To *Barrillia* for the proceed of 420 Searns there sold ℔ 4650 00	2		736	05	00
	17	2	To Account of Bottomree received for money lent out ℔ 4480-00	2		1008	00	00
		R	To Profit and Loss for the Balance gained by difference of Coins—	2		01	05	00
						2874	07	01
			Joseph Berkinhead (Casheer) Dr.					
1652.								
March	28		To *James Wells* Salter borrowed on a bargain of Oyl agreed for	3		100	00	00
April	30		To the said received from him the complement due for Oyls ——	—		100	00	00
	3		To *Provence* Oyls received for two Barrels sold ——	—		05	00	00
	—		To *Venice* Soap for 7 Searns sold *James Blisset Contanti* ——	2		40	14	03
Ditto	5		To *James Blisset* received from him in part for Soap sold him——	3		05	04	00
	11		To *John Speed* and Partners received in part of Oyls sold them—	—		87	14	03
	20		To *James Blisset* received in part of Oyls sold him ——	—		04	00	00
						342	12	06
			Barrillia Dr.					
1651.								
Sept.	17	1	To *Abraham Bateman* for 420 Searns bought at *Alicant* ——	2		573	11	07
		R	To Profit and Loss for the neat gains ——	1		162	13	05
						736	05	00
			Venice Soap Dr.					
1651.								
Nov.	9	2	To *Abraham Bateman* for |16| Searns bought at *Venetia* and cost—	2		86	17	00
(1652.)								
March,	28		To *Joseph Berkinhead* paid Custom and Charges thereof ——	2		07	13	04
	29		To Ship *Jonas* for Freight laden for two Tun, at *vl. per* Tun——	3		10	00	00
May,	6		To *James Blisset* for two Months rebate of *L*l. allowed him ——	3		00	13	01
						105	03	05
			Account of *Bottomree* or *Cambio Maritimo* Dr.					
1651.								
Nov.	9	2	To *Abraham Bateman* lent out to Jewish Merchants ℔ *iiij. Ma* is—	2		900	00	00
		R	To Profit and Loss for the neat gains ——	1		108	00	00
						1008	00	00

						£.	S.	D.
1651.			*Abraham Bateman* Cr.					
Aug.	12	1	By Herrings for the full costs of 26 Last bought at *Yarmouth* ——	1		236	12	06
Sept.	17	1	By *Barrillia* for the full costs of 420 Searns bought ℔ 2294·06·03	2		573	11	07
Nov.	9	2	By *Venice* Soap for 16 Searns bought there and cost — ℔ 386–00	2		86	17	00
Ditto		—	By Account of Bottomree lent out to Jewish Merchants ℔ 4000--00	—		900	00	00
Febr.	17	2	By Oyls for 92 Butts bought at *Tholoon* and cost —— ℔ 4440—	3		999	00	00
Ditto.		2	By Capers for 5 Hogs-heads bought there and cost— ℔ 182–00	3		40	19	00
		R	By Balance owing by him as *per* the foot of his last Account } born to the Adventurers Account of Stock — ℔ 166 —— 5	1	2	37	07	00
						2874	07	01
1652.			*John Berkinhead per contra* Cr.					
March	28		By *Provence* Oyls paid Custom inwards ——	3		69	04	00
	—		By the said paid Lighterage, Cranage, and Charges ——	3		11	17	00
	—		By *Venetia* Soap paid Custom and Charges of 16 Searns ——	2		07	13	04
	—		By Capers of *Tholoon* for Custom and Charges of 5 h' h' ——	3		02	15	00
April	11		By *Provence* Oyls paid Gauging, Cellaridge, Cooperage, *&c.* ——	—		25	08	00
	R		By Stock for the Balance paid in to his Master at his return ——	1		225	15	02
						342	12	06
1651.			*Barrillia* Cr.					
Nov.	9	1	By *Abr. Bateman* for the neat proceed of 420 Searns sold at *Venice*	2		736	05	00
1652.			*Venice* Soap *per contra* Cr.					
April	3		By *Joseph Berkinhead* for 7 Searns sold by him for ready Money--	2		40	14	03
	5		By *James Blisset* for —— 9 Searns sold him upon time ——	3		55	04	00
	R		By Profit and Loss for —— the Balance lost by this Account ——	1		09	05	02
						105	03	05
1651.			*Per contra* Cr.					
Febr.	17	2	By *Abraham Bateman* received at *Genoa* with 12 *per cent.* advance--	2		1008	00	00

					l.	s.	d.
			Provence Oyls Dr.				
1651. *Febr.*	17	2	To *Abraham Bateman* for 92 Butts coſt with all charges	2	999	00	00
(1652.) *March*	28		To *Joſeph Berkinhead* paid out by him for Cuſtom	2	69	04	00
	29		To the ſaid paid Lighterage, Cranage, and Charges	—	11	17	00
	29		To Ship *Jonas* for Freight home	3	184	00	00
April	12		To *Joſ. Berkinhead* paid gauging, cellarige, cooperage, Brokerage, &c.	2	25	08	00
May	6	3	To *James Bliſſet* for 2 rebates of iiijC^{l}. allowed him as *per* Journal	3	07	03	07
		R	To Profit and Loſs for the neat gains	1	398	01	08
					1694	14	03
1652. *March*	30		*James Wells* Salter of *London* Dr. To *Provence* Oyls for 16 Butts ſold him	3	298	00	00
1651. *Febr.*	17	2	Capers of *Tholoon* Dr. To *Abraham Bateman* for 5 Hogs-heads bought at *Tholoon* coſt	2	40	19	00
(1652.) *March*	28		To *Joſeph Berkinhead* paid out by him in Cuſtom and Charges	2	02	15	00
	29		To Ship *Jonas* for Freight	3	04	00	00
					47	14	00
1652. *March*	30	3	Owners of Ship *Jonas* Dr. To *James Wells* payable by him *per* aſſignment to the Captain in part of Freight	3	98	00	00
		R	To Balance ſtill due to the ſaid Ship born to Stock	1	100	00	00
					198	00	00
1652. *April*	5		*James Bliſſet* Dr. To *Venice* Soap for 9 Searns ſold him at 3 Months time	2	55	04	00
	20		To *Provence* Oyls for 20 Butts ſold him for the value of	3	404	00	00
					459	04	00
1652. *April.*	11	3	*John Speed* and Partners Dr. To *Provence* Oyls for 50 Butts ſold them as *per Joſeph Berkinhead*'s Account	3	987	14	03

(3)

						l.	s.	d.
1652.		*Provence* Oyl Cr.						
March,	30	By *James Wells* Salter for —	16	Butts sold him the value being —	3	298	00	00
April,	3	By *Joseph Berkinhead* for two		Candy Barrels sold by him for —	2	05	00	00
	11	By *Joh. Speed* and Partners for	50	Butts sold them for —	3	987	14	03
	20	By *James Blisset* for —	20	Butts sold him for —	3	404	00	00
		Consumed in lekage & fillage	6	Butts —		000	00	00
			92	Butts		1694	14	03
1652.		*Per contra* Cr.						
March,	28	By *Joseph Berkinhead* paid him in hand in part of a bargain of Oyl —			2	100	00	00
Ditto.		By Ship *Jonas* made over payable to the Capt. in part of Freight —			3	98	00	00
	30	By *Joseph Berkinhead* paid him in full of Oyls bought —			2	100	00	00
						298	00	00
R		*Per Contra* Cr.						
		By Stock all unsold born thither —			1	47	14	00
1652.		Ship *Jonas per contra* Cr.						
March	29	By *Provence* Oyls for Freight of 46 Tun at *iiij*l. *per* Tun —			3	184	00	00
		By *Venice* Soap for freight of two Tun at *v*l. *per* Tun —			2	10	00	00
		By Capers of *Tholoon* for freight of 5 Hogs-heads —			3	04	00	00
						198	00	00
1652.		*James Blisset* Cr.						
April	5	By *Joseph Berkinhead* paid in to him in part of Soap —			2	05	04	00
May,	20	By the said paid in part of Oyls —				04	00	00
	6	By *Venice* Soap and *Prov.* Oyls, *&c.* for 3 rebates allowed him as in Dr			3,3	07	16	08
		By Stock for the Balance of this Account by him paid in —			1	442	03	04
						459	04	00
1652.		*Per contra* Cr.						
April,	11	By *Joseph Berkinhead* paid in to him in part of Oyls —			2	87	14	03
R		By Balance owing by them born to Account of Stock —			1	900	00	00
						987	14	03

THE THIRD QUESTION, BEING A QUESTION OF FACTORAGE.

The Third Queſtion.

Thomas Sweet *a Merchant, removing to ſettle at* Sivill *or St.* Lucars *in* Spain, *oweth at his going over ſeveral Debts, and hath ſeveral ſums owing to himſelf, he conſtituteth* Thomas Wood *his Factor here to receive and pay the ſaid debts, as likewiſe to draw and ſell off ſuch Goods as are left in his hands, or conſigned home to him who maketh returns in Lead and Fuſtians the whole imployment cleared with an* Account Current *for the Owner, whereof here follows the* Inventory *and* Waſt-Book.

September the firſt (1649.)

Inventory of ſuch Goods and Debts as are appertaining or belonging to or owing by *Thomas Sweet* Merchant at his going over into *Spain*.

	l.	s.	d.	l.	s.	d.
Due to *John Brown* Grocer of *London*, the 12th of *November*, next coming	139	17	00			
More due the 14th *January* next enſuing	100	00	00			
More due the 25 *March* following	50	00	00			
Due to *Baldwin Hodges* the 16 *February* next coming as *per* ſpecialty	171	12	00			
Item due to *John Laramoore* the 29th inſtant	200	00	00			
More due to him the 25 *March* next coming	40	00	00			
Due to *Samuel Whitſon* the 16th inſtant	100	00	00			
More due to him the 14 *March* following	112	03	00			
For all which debts I the ſaid *Thomas Wood* have engaged upon ſecurity made to my ſelf	904	12	00	904	12	00

Debts owing to the Principal as follows.

	l.	s	d.	l.	s.	d.
Owing by *James Bendwidge* due the 7th inſtant	117	05	06			
More owing by him due the 28 *October* following	200	00	00			
Owing by *Jonas Kemp* due the 28 of *March* next	240	00	00			
	557	05	06	557	05	06

Goods belonging to the Owner at his going over.

Imprimis A two and thirtieth part of the Ship *Speedwell, John Challenor* Maſter, now in the *Sraights*, on a Trading Voyage, which I am to ſell or diſpoſe of at the return.

Item. A Houſe with a Warehouſe and Yard thereto belonging ſcituate at the lower end of *Thames ſtreet* at the ſign of the *whiſtle*, whereof there is a Leaſe for two Years yet to come, paying annual Rent for the ſame 5l due at *Midſummer*, the Profits of which ſaid Houſe are allowed me in conſideration that I have engaged for the debts, and the Ware-houſe is employed and taken up with the Owners Goods.

September, the firſt (1649.)

Item T S Remaining in the Ware-houſe to ſell for the Account of the Owner 32 bags of *Barbado's* Cotton wooll weighing neat (tare 4 *per centum* abated) 75C 3qrs-14l all marked as in the margin, and numbred from N° 1 to 32.

Item Remaining to ſell for the ſaid Account 12 baggs of *Weſt-India* Ginger in ſorts all ungarbled weighing neat (tare 6 pound *per* bag abated) 29C 2qrs all numbred from N° 17 to 28.

Item Remaining for the ſaid Account 100 pieces of counterfeit *Venetian* Fuſtians *Engliſh* manufacture, which are to be ſhipt off to the Owner or his Factors at St *Lucars* in *Spain*.

Item The ſaid *Thomas Sweet* is Owner of a partable ſtock of *ijC xlvl* in the *Turky* Companies hands, which I have order to ſell or to receive the Incomes accordingly.

Here follows the Waſt-Book.

September the 9th.

1649 *Septemb.* 9 Sold to Mr. *William Hain* Turky Merchant, the partable ſtock or adventure of *ijC xlvl* in the *Turky* Comp. adminiſtration for the value of *ijC Ll* by him paid down in hand for the ſame —— l. 250 s. 00 d. 00

The 13th of *September*.

Sold *John Brown* Grocer 12 bags of *Weſt-India* Ginger in ſorts ungarbled upon 2 months time in part of payment of his firſt Bill of 130l 17s not due till the 12 of *November* next, the weight as follows.

	C.	qrs.	l.		Cr.	qrs.	l.
N°. 17	3	2	00	N°28.	2	1	20
20	2	1	27	26	2	2	07
19	2	2	01	24	2	1	26
18	2	1	25	27	2	2	10
23	2	2	03	25	2	2	16
22	2	1	18	the 7 bags	17	1	17
21	2	1	27				
				total	30	00	02
7 bags weight	17	1	17	tare at 6l a bag	00	2	16

Reſts neat ſold him at *iiij*l *per centum* —— 29 — 1 — 14 produceth l. 117 s. 10 d. 00

Ditto the 18th.

18 Received of *James Bendwidge* in part of his firſt Bill of *jC xvijl* vs *vj*d now due the ſum of *xvij*l vs *vj*d and the reſt being *jC*l is to ſtand out 4 Months upon ſimple Intereſt at 8 *per centum* —— l. 17 s. 05 d. 06

October 3 Sold *John Blay* Merchant 32 bags of *Barbado's* Cotton Wool weighing neat, tare 10l *per* bag abated, 75C-2qrs-10l at *ij*l *viij*s the *cent.* whereof he hath cleared the Exciſe, and produceth *jC lxxxj*l *viij*s *iij*d —— l. 181 s. 08 d. 03

To make good the value of 80l more or leſs in Lead at *xj*l *x*s the Fother of 19½ C and 100 more in *Lancaſhire* counterfeit *Millain* Fuſtians at *ij*l *per* ps and the reſt in ready Money, of both which Commodities he is to clear the Exciſe and to deliver them free of all charges into the Ware-houſe.

The 5. *October*, (1649.)

					l.	s.	d.
October 5	Received from *John Blay* in barter of the Cotton Wool ſold him 50 Piggs of Lead of 2 Notches weighing groſs 7 Fother 1C. at *xj*l. *x*s. *per* Fother, comes to				81	10	09
	Item 50 pieces of *Lancaſhire, Millain,* Fuſtians q^{t} 37 yards a p^{s} *Incirca* at 2l *per* p^{s}				100	00	00
	More in ready Money to clear the barter				000	06	06
					181	08	03

l.	s.	d.
181	08	03

The 12. *Ditto.*

12 Received by conſignation from *Thomas Sweet*'s Factors at St. *Lucars* 50 Bags of *Weſt-India* Ginger in ſorts numbred from N° 1 to 50, which come in the *Lion* of *London*, and for the which I have entred into Bond for the payment of the Exciſe.

Paid freight of the ſame laden hither as *per* Bill of Lading for 6¼ Tun at *ij*l. *viij*s. *per* Tun	15	00	00
Item paid Cuſtom of the ſaid 50 Baggs weighing neat at the Cuſtom-houſe (tare and the allowance of 5 *per centum* abated) 13000l. ſuttle rated at 1s 4d. *per* Pound at five *per centum* of *Ditto* value	43	6	8
More disburſed in petties, as Lighterage, Cranage, Carmen and Porters	2	13	04
	61	00	00

l.	s.	d.
61	00	00

13 Paid Garbling and Sorting the ſaid 50 Baggs of Ginger *vj*l. *v*s. ——

l.	s.	d.
6	05	00

The 6. *November.*

Novemb. 6. Sold *David Collis* Grocer 17 baggs of Garbled Ginger for the value of *jC xliij*l in ready Money at the weights and prices following,

7 Baggs of large Ginger neat 17C 0q^{rs} 7l at *iiij*l *ij*s. *per cent.*	69	19	01
8 Baggs of middle Ginger neat 19--2- 0 at *iij*l *x*s	68	05	00
2 Baggs of ſmall Ginger and duſt, weighing neat—— 6C 0q^{rs} 14l at 17s *per centum*	5	04	01
17 Baggs abating *viij*s *ij*d in the whole reſt	143	00	00

l.	s.	d.
143	00	00

12 Paid *John Brown* Grocer the ſum of *xiij*l *vij*s in full of his firſt Bill 130l 17s now due and the obligo cancelled is ——

l.	s.	d.
13	07	00

16 Paid *Baldwin Hodges* in full of his Bill of *jC lxxj*l *xij*s due the 16th of *February* next the ſum of *jC lxviij*l *iij*s *ix*d the reſt being allowed for 3 Months rebate at 8 *per centum* ſimple Intereſt ——

l.	s.	d.
168	04	09

28 Bartered away with *David Collis* Grocer 10 Baggs of middle Ginger weighing neat 23C q^{rs} 0--14l at *iij*l *xij*s in Cambio for 47 Piggs of Lead, weight 7 Fother 4¾C the value thus produced is *lxxxiij*l *v*s ——

l.	s.	d.
83	05	00

Item, paid Carmen and Porters for removing the ſaid Lead from his houſe to the Ware-houſe *xviij*s *iiij*d ——

l.	s.	d.
00	18	04

The 12 *December*, 1649.

					l.	s.	d.
Decem. 12	Received out of the Ship *Jonas*, *Thomas Weed* Maſter, 20 Potacco's of *Spaniſh* Tobacco which come home conſigned to me from *Thomas Sweet* Merchant at *Sevill* in *Spain* to ſell for his account, and coſt there as *per* a letter of advice 14000 Royals at 6 pence a Royal, and deſires to have the ſame rates ſet upon them in this account, and is				350	00	00
	Paid Freight and Primage at 10s *per* Pottacco	10	00	00			
	More paid Cuſtom weighing neat there (tare 14l *per* Potacco, and the allowance of 5 *per centum* abated) 1674l ſuttle at 6 pence a pound is	41	17	00			
	Item, paid Lighterage, Carmen, Porters, and Charges as *per* particulars	01	07	04			
		53	04	04	53	04	04
28	Received from *Jonas Kemp* in full of *jC xC*l which he now pays in part of *ijC xl*l not due till the 28 of *March* next the ſum of *jC lxxxvj*l *vs vj*d the reſt being allowed him for 3 *Mo* rebate				186	05	06

The tenth *January*.

Januar. 10	Sold *Jam. Bendwidge* 5 Potacco's of *Spaniſh* Tobacco weighing groſs 4C 2qrs 6l is ſuttle 510l tare 60l treat 18l reſts neat 432l at *vjs viijd* the pound				144	00	00
12	Received from *James Bendwidge* in barter of *Spaniſh* Tobacco ſold him 190 ps *Lancaſhire Osbrow* Fuſtians at 1l *per* ps and *xliiijl* in ready money is				144	00	00
15	Sold *Samuel Whitſon* 11 Potacco's of *Spaniſh* Tobacco weighing groſs 10C 0qrs 21 is ſuttle 1122l tare 14l *per* Potacco treat 37l reſts neat 931l and is at 7s a pound *iijC xxvl xvijs*				325	17	00
	Sold him in payment of his Bill of *jC xijl iijs* not due 'till the 14th *March*, of the which he allows 2 Months rebate, (at 8 *per centum* ſimple Intereſt is *xxixs vjd*) as likewiſe in payment of *jC* due to him the 16 of *September* paſt and not till now ſatisfied; and for the which he is to be allowed 4 months forbearance at *Ditto* rate of 8 *per centum*, and is *ijl xiijs iiijd* and moreover, he is to pay *John Brown* Grocer by aſſignment the ſum of *jC*l, the foot of his account being *xijl xs jd* is accordingly received in ready money						
18	Received of *James Bendwidge* in full of *jC*l due upon his firſt Bill ever ſince 14 *September* paſt, together with 4 Months forbearance of *Ditto* ſumm at 8 *per centum* the ſum of *jC ijl xiijs iiijd*				102	13	04
29	Sold *John Laramore* 4 Potacco's of *Spaniſh* Tobacco weight groſs 3C 3qrs 8l is ſuttle 408l tare 48l treat 14l reſts neat 346l at 6s 4d a pound is abating *js iiijd* in the whole *jC ixl xs*				109	10	00
	Sold him in part of his Bill of *ijC*l due the 29 *September*, for the which paid him 4 months forbearance in ready money and is at 8 *per centum*				5	6	08
	Item aſſigned him to receive from *James Bendwidge* the ſum of *xC*l *xs* for the which his Bill obligatory is accepted, and is now become his Debtor				90	10	00

The 2 *February*, (1649.)

Februa. 2 Received from *James Bendwidge* in full of his ſecond Bill of *ijC*l due the 20 *October* paſt, the ſum of *jC xiij*l *x*s whereof *iiij*l is allowed for three Months forbearance of the ſaid *ijC*l ——— l. 113 s. 10 d. 00

The 12th *Ditto.*

12 Sold *James Bendwidge* 13 Baggs of large Ginger weighing groſs 32 *C* 1qr 14l tare 6l *per* Bagg reſts neat 31 *C*—2 qrs—22l at *iiij*l *ij*s the *C* weight— 129 19 00

To pay *John Davis* Plummer *lxix*l *xix*s for 6 Fother of Lead being 42 Pigs already agreed for, and the reſt to pay at 2 and 2 Months as *per* two Bills under his hand the one for 30l payable the 16 *April*, the other for as much payable the 16 *June* following.

The 14th *Ditto.*

14 Received from *John Davies* Merchant the 42 Piggs of Lead agreed for, and he accordingly ſatisfied at that value and is ——— 69 19 00

More bought of *John Terrell* Merchant, for ready Money, 180 Piggs weight 25 Fother 15*C* 2qrs at *xj*l *xij*s *per* Fother, and coſt *ijC xCix*l *x*s *iiij*d abating the odd Groat reſts ——— l. 299 s. 10 d. 00

Item paid Exciſe of 222 Piggs weight 31 Fother of 20*C* at 2s *per* Fother ——— 7 15 00

More paid Cuſtom of 319 Piggs ſhipt off and laden aboard the *Swan* bound for St. *Lucars*, and go conſigned as *per* Bill of Lading to *Thomas Sweet*, weight 44 Fother 18*C* 2qrs rated at 20l the fother of 20*C*, with Lighterage, Carmen, Porters & charges 49 17 06

357 02 06 — 357 02 06

Ditt 15 Drawn by the Principal *Tho. Sweet per* exchange from *Sevil per* his own Bills, payable at ſight to *Stephen Everton* for the like value took up of his Factor in *Spain*, the ſum of *jC*l, which I have accordingly ſatisfied, having received a letter of Advice and Intimation to draw up the Account currant to ſend along with the Goods ——— 100 00 00

T S. *Item*, paid for 12 Drumſats Cuſtom, Packing, and Charges of 300 ps of Fuſtians ſhipt off in all the ſaid 12 Fatts, numbred from No 1 to 12 marked as *per* Margin and laden aboard the good Ship the *Swan*, *Theodoro Jennings* Maſter, conſigned as above, the ſum paid is *xxj*l *xviij*s, the particulars being too large here to ſet down ——— 21 18 00

The Queſtion propounded is to draw up an Account out of this *Waſt-Book* to ſend along with the Goods, allowing Factorage or Proviſions at 2 *per centum* of all cuſtomable or exciſeable Commodities ſold or bought, imported or ſhipt off and Caſh paid *Thomas Cunningham* Broker of the bargain of Cotton Wooll ſold *John Blay* Merchant at one Penny Half-penny in the Pound.

THE THIRD
QUESTION,
BEING
A QUESTION
OF
FACTORAGE.

The Analyſis Journal and Leager of the ſaid Queſtion.

Of an Account Currant.

An Account Currant is that Account by which the Factor or Servant balanceth with his Master or Principal, in which Account the Principal or Owner is made Debtor for whatsoever he oweth, ought to allow or is bought for his Account, and Creditor by all owing to him or to be made him good whether for debts standing out, or for the proceed of Goods sold, or otherwise, and is said to be Currant in relation to other Accounts this being the General Account; and those particular Accounts either of Goods bought or sold for his use, or of Debts owing by him, or due to him from others, of which Account take the Analysis *following, being instanced in this third Question.*

Goods received by Consignation to sell for another mans Account.		
If not valued	Dr	The Goods for Account of the Owner in several Accounts without any sum only expressing Quantity, Weight and Measure.
If the Owner desires to have them valued in your Books according to an Account sent with them (which is more for information than any other use)	Dr Cr	The Goods } for their first Appraisement, *A B* his Account currant } and when they are full sold bear the *Balance* whether Gain or Loss to the Account currant accordingly.
Charges on those Goods	Dr Cr	Account of Goods } If there be any in Chest for his Cash } Account, otherwise make the Account of Cash Debtor for what Money you lend the same, and Cash proper Creditor, when the Account is stated in the *Leidger.*
Debts owing by the Principal	Dr Cr	*A B* His Account currant } The contrary, or inverse if Debts. The parties in several Accounts } Owing to him
Money paid them for forbearance	Dr Cr	*A B* His Account currant } The contrary if Money Cash } received of Creditors for Interest.
Interest allowed them on Account for forbearance	Dr Cr	Account currant } The Parties to whom allowed }
If allowed the Owner on Account for forbearance	Dr Cr	The Parties. The Owner his Account currant
Sale of these goods { for ready money / Upon Time	Dr Cr Dr Cr	Cash The Goods } Goods so bought { Dr. the Goods / Cr. Cash The Buyers The Goods } Goods so bought { Dr. the Goods / Cr. the Sellers
		Many other varieties there are as in private Accounts.
Rebates on Goods sold	Dr Cr	The Account of Goods (or Account currant) The Parties to whom the Goods were sold
		The contrary if allowed on Goods bought

Rebates

The Analyſis, or directions to poſt the Factorage Queſtion.

Rebates on Money, or —— Debts owing by the —— Principal ——	Dr	The party to whom due	The contrary on Money due to him.
	Cr	The Principal his Account currant	
Proviſions allowed you on thoſe Goods ——	Dr	The Goods ——	otherwiſe the Accounts being ſtated in the Leidger Cr Profit and Loſs.
	Cr	Caſh if taken out ——	
Thoſe Goods full ſold	Dr	The Goods ——	For the neat Proceed or Balance carried thither whether they be full ſold or no, when the Account is to be Balanced.
	Cr	The Account currant	
Returns ſhipt off	Dr	The Account currant ——	For the full coſts and charges.
	Cr	The Account of the Goods	

To Balance the Account.

Money remaining in Cheſt ——	Dr	Account currant
	Cr	Caſh for the Balance remaining ſtill in Cheſt
Debts owing to the —— Principal ——	Dr	Account currant
	Cr	The parties indebted
If owing by him	Dr	The parties
	Cr	The Account currant, which for concluſion will Balance, and ſhews the State of the Queſtion, what, and how due, and whether in ready Money, or upon time.

But I rather affect the drawing up of an Account of Balance thus,

Dr	Balance
Cr	Caſh for the foot remaining in Cheſt
Cr	The parties that are indebted

Again,

Dr	The parties to whom the Principal is indebted
Cr	Balance

And to enter the Balance of the Account currant accordingly on Debit or Credit as it falls, and for concluſion this Account will Balance, and ſhews the ſtate of the Queſtion, what due to the Principal, or owing by him, and how? whether in ready Money, or Debts.

The other form of Balancing is inſtanced already in the Account currant and Stock of the ſecond Queſtion, and is more intricate to proceed on in new Accounts, eſpecially when there are Debts ſtanding out both payable and receivable, and is not approvable in a Leidger where theſe Accounts are ſtated amongſt others, in which caſe all the Balances are carried to the general Balance, and there it is uſual to add this Title, Caſh or Goods for Account of ſuch a man Debitor, &c.

(1)

September the First, 1649.

Journal *to the former* Waſt-Queſtion.

			l.	s.	d.	l.	s.	d.	l.	s.	d.
1	Dr	*Thomas Sweet* his Account currant for the ſum of *jxC iiij*l. *xij*s. and is for the Debts following owing by him at his going over into *Spain*, for the which I have engaged upon ſecurity to me made before his departure.									
2	Cr	*John Brown* Grocer of *London*, due to him the 12 of *November* next coming *jC xxx*l. *xvij*s.	130	17	00						
		More due the 14 *January* next enſuing	100	00	00						
		More due the 25 *March* following	50	00	00	280	17	00			
3	Cr	*Baldwin Hodges* due to him the 16 *February* next coming *jC Lxxj*l. *xij*s.				171	12	00			
3	Cr	*John Laramoore* due to him the 29th of this inſtant Month of *September ijC*l.				200	00	00			
		More due the 25th *March* enſuing *xL*l.				40	00	00			
3	Cr	*Samuel Whitſon* due the 16th inſtant *jC*l.				100	00	00			
		More due the 14th *March* following *jC xij*l. *iij*s.				112	03	00			
						904	12	00	904	12	00
3	Dr	*James Bendwidge* owing by him the 17th of this inſtant *September*, *jC xvij*l. *v*s. *vj*d.				117	05	06			
		More owing by him due the 28 *October*, following *ijC*l.				200	00	00			
3	Dr	*Jonas Kemp* owing by him due the 28 of *March* next coming as *per* his obligation *ijC xL*l.				240	00	00			
1	Cr	*Thomas Sweet* his Account currant for the particulars above, being all the Debts owing to him at his going over.				557	05	06	557	05	06
	Dr	Cotton Wool Received into my charge 32 Bags Barbado's weighing neat (tare 4 *per centum* abated) 75C 3qrs 14l. all marked TS and numbred from No 1 to 32.									
2	Dr	Ginger Remaining in the Principals Warehouſe 12 bags all in ſorts of the *Weſt-India* ungarbled weighing neat (tare 6 pound *per* bag abated) 29C 2qrs all numbred from No 17 to 28.									
		The 9th *September*.									
2	Dr	Caſh									
1	Cr	*Thomas Sweet* his Account currant									
		For the ſum of *ijC L*l. and is for ſo much received of Mr *William Hain* Turky Merchant for an Action or portable Adventure of *ijC xLv*l. ſterling in the Turky Companies hands whereof the Principal was owner ſold and made over to the ſaid Mr *Hain* by virtue of a Warrant and Letter of Attorney, and comes to as above								250	00	00
4	Dr	Fuſtians Engs Manufacture, remaining in the Principal Warehouſe 100 qs of Venetia Engs which are to be ſhipped off to his Factors or himſelf at St *Lucars*.									

(2)

September 13th 1649.

2 Dr *John Brown* Grocer } For the sum of *jC xvij*l. *x*s. and is for 12 bags of
2 Cr Ginger ——— } Ginger in sorts ungarbled sold him upon 2 Months time in part of his first Bill of 130l. 19s. not due till the 12 of *November* following, and weighed, *viz.*

	C.	qrs.	l.		C.	qrs.	l.
No. 17	2	2	00	N. 28	2	1	20
20	2	1	27	26	2	2	07
19	2	2	01	24		1	26
18	2	1	25	27		2	10
23	2	2	03	25	2	2	16
22	2	1	18	the 7 bags	17	1	17
21	2	1	27				
				total	30	0	02

7 bags weight 17—1—17 tare at 6l *per* bag 00—2—16

Rests neat sold him at *iiij*l *per centum* ——— 29—1—14 produceth 117 10 00

September the 18th.

2 Dr Cash ——— } For the sum of *xvij*l. *v*s. *vj*d. and is for so much received
3 Cr *James Bendwidge* } from him in part of his first Bill of *jC lxvij*l. *v*s. *vj*d. now due, the rest being *jC*l. to stand out 4 Months upon simple Interest at 8 *per centum, per annum* ——— 17 05 06

The 3d *October.*

4 Dr *John Blay* Merchant } For the sum of *jC Lxxxj*l. *viij*s. *iij*d. and is for 32
Cr Cotton Wool ——— } bags Barbado's weighing neat (tare 10l. *per* bag already abated) 75 C. 2qrs 10l. sold him at *ij*l. *viij*s. *per cent.* whereof he hath cleared the Excise, and produceth as above ——— 181 08 03

To make good the value of *Lxxx*l. more or less in Lead at *xj*l. *x*s. the Fother of 19 C and *jC*l more in Lancashire counterfeit Millain Fustians, at *ij*l. *per* ps. and the rest in ready Money, of both which Commodities he is to clear the Excise and to deliver them free of all charges into the Warehouse.

The 5th *Ditto.*

			l.	s.	d.
4	Dr	Lead for the sum of *Lxxxj*l. *j*s. *jx*d. and is for 50 pigs of 2 Notches, weighing gross 7 Fother *jC* at *xj*l. *x*s. *per* Fother, comes to ———	81	01	09
4	Dr	Fustians *English* manufacture for the sum of *jC*l. and is for 50 ps of Lancashire Millains containing *Incirca* 37 Yards a ps received in barter of Cotton Wool at 2l. *per* ps. ———	100	00	00
2	Dr	Cash for *vj*s. *vj*d. and is for so much received of *John Blay* in still to clear out truck or barter, being the ballance of his account —	00	06	06
4	Cr	*John Blay* for the particulars by him made good as above —	181	08	03

181 08 03

(3)

The 12 of *October*, (1649.)

2 Dr Ginger } For the sum of 61l. and is for several charges disbursed on 50
2 Cr Cash } bags of *West-India* Ginger in sorts, all numbred from No. 1 to 50
received out of the *Lion* of *London*, which come consigned to me from
Thomas Sweet's Factors at St. *Lucars*, and for the which I have entred into
Bond for the due payment of the Excise, and is as follows,

	l.	s.	d.	l.	s.	d.
Paid fraight of the same as *per* Bill of Lading laden hither for 6½ Tun at 2l. 8s. *per* Tun	15	00	00			
Item, paid Custom of the said 50 bags weighing netto at the Custom-house (tare and the allowance of 3 *per centum* abated) 13000l. suttle rated at 7s. 4d. *per* pound at 5 *per centum* of *ditto* value is xLiij l. vj s viij d.	43	6	8			
More disbursed in petties, as Lighterage, Cranage, Carmen and Porters, &c.	2	13	4			
	61	00	00	61	00	00

The 30th *October*.

2 Dr Ginger } For the sum of vjl. vs. and is for so much paid garbling and sor-
2 Cr Cash } ting of the said 50 bags of Ginger — 6 5 00

The 6th *November*.

2 Dr Cash } For the sum of jC xLiij l. and is for 17 bags of garbled Ginger
2 Cr Ginger } sold *David Collis* Grocer for ready money at the weights and
prices following, whereof he hath cleared the Excise, viz.

	l.	s.	d.	l.	s.	d.
7 Bags of large Ginger wt neat 17 C 0q 0l at iiij l. ij s. *per centum*	69	19	1			
8 Bags of middle Ginger neat 19 2 at iij l. x s. *per centum*	60	9	00			
2 Bags of dust and small Ginger weighing neat 6 0 14 at 57 s. *per centum*	5	4	1			
Abating 8s. 2d. in the whole value rests	143	8	2	143	00	00

The 12th *Ditto*.

2 Dr *John Brown* Grocer } For the sum of xiij l. vij s. and is for so much paid
2 Cr Cash } him in full of his first Bill of 130l. 17s. now due, and the obligo cancelled. is — 13 07 00

The 16th *November*.

3 Dr *Baldwin Hodges* for the summ of jC Lxxj l. xij s.
1 Cr *Thomas Sweet* his Account Currant for 3 Months rebate of jC Lxxj l. xij s. now paid him 3 Mo before-hand being not due till the 16 *February* and is at 8 *per cent.* simple Interest — l. 3, s. 7, d. 3
2 Cr Cash paid the said *Hodges* in full of his said Bill — 168 4 9

				171	12	00

The 28th *Ditto*.

4 Dr Lead for the summ of Lxxxiiij l. ij s. iiij d. and is for the cost and charges of 47 pigs received in barter of Ginger as follows.
2 Cr Ginger for the sum of Lxxxiij l. v s. and is for 10 bags of middle Ginger wt neat 23 C-0q rs-14l at iij l. xij s. *per centum* bartered away with *David Collis* Merchant and whole sale Grocer for 47 pigs of Lead wt 7 Fother — 83 05 00
4½ C is — 00 18 4
2 Dr Cash paid Carmen and Porters for removing from his House to the Ware-house — 84 3 4

				84	03	04

(4)

The 12th *December*, (1649.)

4 Dr Tobacco for the sum *iiijC iij*l. *iiij*s. *iiij*d. and is for the first costs and several charges on 20 Potacco's of *Spanish* Tobacco which come home in the Ship *Jonas*, *Thomas* Mr consigned to me from the Principal at St *Lucars*.

1 Cr *Thomas Sweet* his Account currant for the sum of Rials 14000 and is for the first costs and charges of the said Tobacco there as *per* advice from the Principal, who desires to have the same rates set on them in my Books, and is at 6 pence *per* Rial — l. 350 00 00

2 Cr Cash for the sum of *Liij*l. *iiij*s. *iiij*d. and is for so much paid out in charges on the same Tobacco as follows,

Paid Fraight and Primage 10s. *per* Potacco —	10	00	00			
Paid Custom weighing netto there (tare 14l. *per* Potacco, and the allowance of 5 *per centum* abated) 1674l. suttle at 6d. a pound is —	41	17	00	53	04	04
Item, paid other petties and charges as *per* particulars —	1	7	04			
	53	04	04	403	04	04

403 04 04

The 28th *December*.

2 Dr Cash for the sum of *jC Lxxxvj*l. *v*s. *vj*d. and is for so much received of *Jonas Kemp* in full of *jC xC*l. which he now pays in in part of his Bill of *ijC xL*l. not due till the 28 of *March* ensuing, and for the which he is accordingly to be allowed rebate — l. 186 05 06

1 Dr *Thomas Sweet* his Account currant for the sum of *iij*l. *xiiij*s. *vj*d. and is for 3 months rebate of *jC xC*l. paid in by *Jonas Kemp* not due till the 28 of *March* and is at 8 *per centum* simple Interest — 3 14 06

3 Cr *Jonas Kemp* for the particulars above — 190 00 00 — 190 00 00

The 10th *January*.

3 Dr *James Bendwidge* } For the sum of *jC xLiiij*l. and is for 5 Potacco's sold
4 Cr Spanish Tobacco } him wt gros 4C-2qrs 6l is suttle 510l. Tare 60 } 144 00 00
Treat *pro rato* of 4l *per* 104l) is 18l rests neat 432l at *vjs. viiijd. per*l. is--}
To pay *xLiiij*l. in hand and to deliver 100 ps of Lancashire Osbrow Fustians for the rest at 1l. *per* ps

The 12th *Ditto*.

4 Dr Fustians for the sum of *jC*l and is for 100 pieces of Lancashire Osbrow's received in Barter of Tobacco at 1l *per* ps — 100 00 00

2 Dr Cash for the sum of *xLiiij*l. and is for so much received from *James Bendwidge* to clear the Barter of Tobacco — } 44 00 00

3 Cr *James Bendwidge* for the particulars above — 144 00 00 — 144 00 00

(5)

The 15th January.

3 Dr *Samuel Whitson* for the sum of *ijC xxvij*l. *vj*s. *vj*d. and is for the particulars following,

4 Cr Spanish Tobacco for the sum of *ijC xxv*l. *xvij*s. and is for 11 Potacco's sold him weighing gross 10C 0q'rs 2l. is suttle 1122l. tare 14l. *per* Potacco treat 37l. rests neat 931l. and is at 7s. a pound ——— 325 17 00

1 Cr *Thomas Sweet* his Account currant for the sum of *j*l. *jx*s. *vj*d. and is for 2 Months rebate of *jC xij*l. *iij*s. due to the said *Whitson* the 14 of *March* next coming and now satisfied aforehand, and is at 8 *per centum* simple Intereſt ——— 1 09 06

To make good to *John Brown* Grocer *jC*l. and the Ballance to pay in ready Money. 327 06 06 — 327 06 06

Ditto.

2 Dr *John Brown* Grocer, for the sum of *jC*l. and is for so much he accepts payment of from *Samuel Whitson* in full of a Bill for so much due to him yesterday *passato* and is ——— 100 00 00

1 Dr *Thomas Sweet* his Account currant for the sum of *ij*l. *xiij*s. *iiij*d. and is for so much to be made good to *Samuel Whitson* for 4 Months forbearance of *jC*l. due to him the 16 *September* past, and not satisfied till now, being at 8 *per cent.* simple Intereſt — 2 13 04

2 Dr Cash for the sum of *xij*l. *x*s. *ij*d. and is for so much received in full from *Samuel Whitson* to clear Accounts between us of all demands whatsoever ——— 12 10 02

3 Cr *Samuel Whitson* for the particulars above *jC xv*l. *iij*s. *vj*d. —— 115 03 06 — 115 03 06

The 18th January.

2 Dr Cash for the sum of *jC ij*l. *xiij*s. *iiij*d. and is for so much received as follows,

3 Cr *James Bendwidge* received of him payment of *jC*l. due upon his first Bill due the 14 *September* past. and continued at Intereſt 100 00 00

1 Cr *Thomas Sweet* his Account currant received for 4 Months forbearance of *ditto* sum at 8 *per centum* simple Intereſt the sum of *ij*l. *xiij*s. *iiij*d. ——— 2 13 04

102 13 04 — 102 13 04

The 29th January.

3 Dr *John Laramoore* for the sum of *ijC*l. and is for the particulars following,

4 Cr Spanish Tobacco, for the sum of *jC jx*l. *x*s. and is for 4 Potacco's wt gross 3C 3q'rs 8l. is suttle 408l. tare 48l. treat 14l. rests neat 346l. at 6s 4d. a pound abating 1s. 4d. in the whole ——— 109 10 00

3 Cr *James Bendwidge* for the sum of *xC*l. *x*s. and is for his obligation for so much made over and payable to *John Laramoore* which he hath accepted and is now become his Dr. ——— 90 10 00

200 00 00 — 200 00 00

Ditto.

1 Dr *Thomas Sweet* his Account currant for the sum of *v*l. *vjs. viij*d. and is

2 Cr Cash ——— for so much paid *John Laramoore* for 4 Months forbearance of *ijC*l. due the 29 of *September* past and is at 8 *per centum* simple Intereſt ——— 5 06 08

The 2d *February*.

3 Dr *James Bendwidge* ——— For the sum of *iiij*l. and is for three
1 Cr *Thomas Sweet* his Account currant Months forbearance of *ij*Cl. due the 28 of *October* past, and not till now satisfied at the rate of 8 *per centum* simple Interest, is as before ——— l. 4 00 00

Ditto.

2 Dr Cash ——— For the sum of *j*C *xiij*l. *x*s. and is for so much re-
3 Cr *James Bendwidge* ceived from him in full of his second Bill of *ij*Cl. due the 28 of *October* past, and forbearance of the same is ——— 113 10 00

The 12th *Ditto.*

Dr *James Bendwidge* For the sum of *j*C *xxix*l. *xix*s. and is for 13 bags of
Cr Ginger ——— large Ginger sold him wt gross 32C 1qr 14l. tare 6l. *per* Bag rests neat 31C 2qrs 22l. at 4l. 2s. *per centum* is ——— 129 19 00

To pay *John Davis* Merchant *Lxix*l. *xix*s. for 6 Fother of Lead being 42 pigs for the which I have already agreed and the rest at 2 and 2 Months as *per* two Bills under his hand, the one for 30l. payable 16th *April*, the other for as much payable the 16th *June* following ———

The 14th *Ditto.*

4 Dr Lead for the sum of *iiij*C *xxvij*l. *j*s. *vj*d. and is for 222 pigs bought as follows, with several charges at shipping off

			l.	s.	d.
3	Cr	*James Bendwidge* for the sum of *Lxix*l. *xix*s. and is for 42 pigs weighing 6 Fother of 19C *Incirca* for the which he is to pay *John Davis per* agreement ———	69	19	00
2	Cr	Cash for the sum of *iiij*C *Lvij*l. *ij*s. *vj*d. and is for so much disbursed on Lead as follows, Bought of Mr *John Terrel* Merchant 180 pigs weighing 25 Fother 15C 2qrs at *xj*l. *xij*s. *per* Fother is *ij*C *xCix*l. *x*s. *iiij*d. abating the odd Groat rests ——— 299-10-00			
		Item, paid Excise of 222 pigs wt 31 Fother of 20C at *v*s. *per* Fother ——— 7-15-00			
		More paid custom of 319 pigs shipt off and laden aboard the Swan bound for St *Lucars* and go consigned as *per* Bill of Lading to *Tho. Sweet* weighing 44 Fother 18C 2qrs rated at 20l. the Fother of 20C, with Lighterage, Carmen, Porters, &c. ——— 49-17-07 357-02-06	357	02	06
			427	01	06

						l.	s.	d.
			427	01	06	427	01	06

Ditto the 15th.

1 Dr *Thomas Sweet* his Account currant for the sum of *j*Cl. and is for a Bill of Exchange drawn on me payable at sight to *Stephen Everton* for the like value took up of his Factor at *Sivil*, with a Letter of Advice and Intimation to draw up the Account currant and send along with the Goods ——— 100 00 00

4 Dr Fustians for the sum of *xxj*l. *xviij*s. and is for so much paid custom, packing, and charges, of 300 ps shipt off in 12 Drumfats all numbred from No 1 to 12 marked TS and laden aboard the Good Ship the Swan, *Theodore Jannings* Master, bound for St. *Lucars* all consigned to the owner the particulars being too large here to instance ——— 21 18 00

1 Cr Cash for the particulars paid out as above ——— 121 18 00 121 18 00

			l.	s.	d.	l.	s.	d.
		To Balance the former Account enter						
Dr		Ginger for Proviſion or Factorage at 2 *per centum*	9	09	06			
Dr		Cotton Wool for the ſaid at *ditto* rate,& Brokerage at $1\frac{1}{2}$d. *per* l.	4	15	02			
Dr		Fuſtians for the ſaid and is *iiij*l.	4	00	00			
Dr		Lead for the ſaid at *ditto* rate of 2 *per centum*	10	13	06			
Dr		Tobacco for the ſaid at *ditto* rate	11	11	08			
Cr		Caſh taken out for Proviſions as above	40	09	10	40	09	10
Dr		Ginger for the neat proceed of 52 bags ſold	396	19	06			
Dr		Cotton Wool for the neat proceed of 32 bags ſold	176	13	01			
Dr		*Spaniſh* Tobacco for the neat gains of 20 Potacco's	164	11	00			
Cr		*Thomas Sweet* his Account currant for the particulars above	738	03	07	738	03	07
Dr		*Thomas Sweet* his Account currant for the ſum of *viijC xxviij*l. *xviij*s. *j*d.						
Cr		Fuſtians for the Balance of that Account born to his Debit.	225	18	00			
Cr		Lead for the full coſts and charges of 319 pigs ſhipt off	603	00	01			
			828	18	01	828	18	01

(1)

1649.		*Thomas Sweet* his Account currant	Dr.			
Septem.	1	To *John Brown* Grocer due to him at ſeveral payments	2	280	17	00
—		To *Baldwin Hodges* due to him the 16 *February* next	3	171	12	00
—		To *John Laramoore* due to him the 29th inſtant	—	200	00	00
—		To the ſaid due the 25th *March* enſuing	—	40	00	00
—		To *Samuel Whitſon* due the 16th inſtant	—	100	00	00
—		To the ſaid more due the 14th of *March* following	—	112	03	00
Decem.	28	To *Jonas Kemp* for 3 months rebate of *jC xC*l. now paid in before it be due	3	3	14	06
Januar.	15	To *Sam. Whitſon* for 4 months forbearance of *jC*l. due to him in *Sept.* laſt	—	2	13	04
	29	To Caſh paid *Joh. Laramoor* for 4 Mo forbearance of *ijC*l. due in *Sept.* laſt	2	5	06	08
Februa.	15	To the ſaid paid *Stev. Everton* for a Bill of Exchange charged on me	—	100	00	00
R		To Fuſtians for the Balance of that Account brought hither	4	225	18	00
R		To Lead for the firſt coſts and charges of 319 pigs ſhipt off	—	603	00	01
R		To Balance due to the Owner by foot of this acct born to fol. 1 and 5	—	61	14	07
				1906	19	02

		Balance of theſe Accounts	Dr.			
R		To *James Bendwidge* owing by him on the foot of his Account	3	60	00	00
R		To *Jonas Kemp* owing by him as *per* Balance of his Account	—	50	00	00
R		To Caſh for the Balance remaining in Cheſt	2	41	14	07
				151	14	07

		To draw up the Account of Balance enter;	*l.*	*s.*	*d.*	*l.*	*s.*	*d.*
Dr		Balance for the ſum of *jC Lj*^{l} *xiiij*^{s}. *vij*^{d}.						
Cr		*James Bendwidge* owing by him by foot of his Account	60	00	00			
Cr		*Jonas Kemp* owing by him	50	00	00			
Cr		Caſh for the Balance remaining in Cheſt	41	14	07			
			151	14	07	151	14	07
Dr		*Thomas Sweet* his Account currant due to the Owner	61	14	07			
Dr		*John Brown* for the Balance owing him	50	00	00			
Dr		*John Laramoor* for the Balance owing to him	40	00	00			
Cr		Balance for the particulars above	151	14	07	151	14	07

This Account of Ballance ſhews the ſtate of the Queſtion; what ſtands on Dr. ſide is due or owing to the Owner, and what on Cr. ſide is due to himſelf and owing by him to others.

To proceed in new Books, the Balances (either of this or other accounts) may be carried along (as is here done) without drawing up an Account of Balance or Journal parcels, or out of the Account of Balance drawn up either with or without Journal parcels making the parcels on Dr. ſide Dr. to the Account currant, and the Account currant Dr. to the Creditors on Creditors ſide.

(1)

Per contra Thomas Sweet Cr.

1649.							
Sept.	1	By *James Bendwidge* owing by him due the 17 inſtant	3	117	05	06
		By the ſaid more owing not due till the 28 *October* following	—	200	00	00
		By *Jonas Kemp* owing by him due the 28 *March*, 1650.	—	240	00	00
Ditto.	9	By caſh rec^{d} for a partable action in the *Turky* comp^{a} hands ſold Mr *Hain*	2	250	00	00
Nov.	16	By *Balwin Hodges* for 3 *M*^{o} rebate of his bill of *jC Lxxj*^{l} *xij*^{s}. now paid him	3	03	07	03
Dec.	12	By *Spaniſh* Tobacco for the 1 coſts & charges of 20 Potacco's as *per* Jour.	4	350	00	00
January	15	By *Samuel Whitſon* for 3 Months rebate of 112^{l}. 3^{s}. now ſatisfied	3	01	09	06
	18	By caſh received of *James Bendwidge* for 4 *M*$_{o}$ forbearance of *jC*1.	2	02	13	04
Febr.	2	By *James Bendwidge* for 3 *M*$_{o}$ forbearance of *ijC*1.	3	04	00	00
	R	By Ginger for the neat proceed of 52 bags ſold	2	396	19	06
	R	By Cotton Wool for the neat proceed of 32 bags Barbado's	—	176	13	01
	R	By *Spaniſh* Tobacco for the neat gains of 20 Potacco's ſold	4	164	11	00
				1906	19	02

Bilance *Per contra* Cr.

R	By *Thomas Sweet* his Account currant due to him as in folio	1	61	14	07
R	By *John Brown* Grocer due to him payable 25 *March*, 1650.	2	50	00	00
R	By *John Laramoor* due to him payable 25 *March* enſuing 1650.	3	40	00	00
			151	04	07

1649.		Cash for Account of *Thomas Sweet* Dr.		l.	s.	d.
Sept.	1	To *Thomas Sweet* his account currant received for a partable action or adventure in the *Turky* Companies hands sold Mr *William Hain* —	1	250	00	00
	18	To *Jam. Bendwidge* rec^{d} in part of his first Bill the rest continued at Int.	3	17	05	06
Octob.	5	To *John Blay* received from him in full to clear a Barter —	4	—	06	06
Nov.	6	To Ginger received for 17 bags sold *Dav. Collis* Grocer as *per* Journal	2	143	00	00
Dec.	28	To *Jonas Kemp* received from him in full of *jC xC*$^{l.}$ 3 M^{o} before it be due	3	186	05	06
January	10	To *James Bendwidge* received of him to clear the barter of Tobacco —	—	44	00	00
	15	To *Sam. Whitson* received from him in full for the balance of his acct —	—	12	10	02
	18	To *James Bendwidge* received from him in full of *jC*$^{l.}$ due on his first bill	—	100	00	00
	—	To *Th. Sweets* acc^{t} currant received for 4 M^{o} forbearance of the said *jC*$^{l.}$	1	2	13	04
Febr.	2	To *Jam. Bendwidge* rec^{d} from him in full of his 2^{d} bill & forbearance	3	113	10	02
				869	11	00

1649		Ginger for Account of *Thomas Sweet* Dr.				
Sept.	1	12 bags unsold remaining in the Ware-house				
		50 bags in sorts received by consignation the 12 *October*				
Octob.	12	To Cash paid freight, custom & charges of the said 50 bags as *per* Jour.	2	61	00	00
	30	To the said paid garbling the said 50 bags —	—	6	05	00
	—	To Cash taken out for my Provisions at 2 *per centum* —	2	9	09	06
	R	To *Th. Sweets* account currant for the neat proceed of 52 bags sold	1	396	19	06
				473	14	00

1649.		Cotton Wool 32 bags Barbado's neat 75*C* 39^{qrs}. 14$^{l.}$ Dr.				
Sept.	1	To Cash taken out for provisions at 2 *per cent.* & paid Brokerage at 1 ½.	1	4	15	02
	R	To *Thomas Sweet* his Acc^{t} currant for the neat proceed carried thither	—	176	13	01
				181	08	03

1649.		*John Brown* Grocer Dr.				
Septem.	13	To Ginger for 12 bags ungarbled sold him in part of his first Bill for	2	117	10	00
Novem.	12	To Cash paid him in full of his first Bill —	—	13	07	00
January	15	To *Samuel Whitson* for his Bill obligatory accepted *per* assignment for	3	100	00	00
	R	To balance due to him by conclude of this acc^{t} born to folio 1 & 5th	—	50	00	00
				280	17	00

1649.		*Per contra* Cash Cr.		l.	s.	d.
Octob.	12	By Ginger paid freight, custom, & charges of 50 bags of *West-India* Gin.	2	61	00	00
	30	By the said paid garbling the said 50 bags	—	6	05	00
Nov.	12	By *John Brown* Grocer paid him in full of his first Bill	2	13	07	00
Ditto	16	By *Baldwin Hodges* paid him in full of his Bill of *jC Lxxj*l. *xij*s.	3	168	04	09
	28	By Lead paid Carmen and Porters for removing 47 pigs	4		18	04
Dec.	12	By *Spanish* Tobacco paid freight, custom, and charges of 20 Potacco's	—	53	04	04
January	29	By *Th. Sweet*'s acc t currant paid *Joh. Laramoor* for 4 M° forbearance of *ij*C l	1	5	06	08
Febr.	14	By Lead paid for 180 piggs with Excise, custom and charges, as *per* Jour.	4	357	02	06
Ditto	15	By *Thomas Sweet* his account currant paid a Bill of exchange	1	100	00	00
	—	By Fustians paid custom, drumfats, packing, & charg. of 300 p s shipt off	4	21	18	00
	R	By Gin. Cot. wool, &c. taken out for my provisions, as in Dr. fol 2, 2, 4. 4. 4.	—	40	09	10
	R	By Balance remaining in chest born to fol. 1 and 5	—	41	14	07
				869	11	00

1649.		Ginger *per contra* Cr.				
Sept.	13	By *John Brown* for 12 bag. in sorts w t neat 29C 1q r 14 l sold him at 4 l *cent*	2	117	10	00
		7 bags large neat 17C-0q rs -7 l at *iiij*l *ij*s *per centum*				
		8 bags middle neat 19C-2q rs -0 l at *iij*l *x*s *per centum*				
		2 bags small & dust w t 6C-0q rs -14 l at *xvij*s *per cent*				
Nov.	6	By Cash received of *Dav. Collis* Grocer for the said 3 pareels sold him-	2	143	00	00
	28	By Lead for 10 bags middle bartered away for 47 pig. as *per* Jour.	4	83	05	00
	12	By *Ja. Bendwidge* for 13 bags of large Ginger w t neat 31C 2q r 22 l sold for	3	129	19	00
	R	Remaining unsold 10 bags large Ginger w t neat 24C-1q r *Incirca*		473	14	00
		62 bags				

1649.		Cotton Wool for account of *Thomas Sweet* Cr.				
Octob.	3	By *John Blay* Merchant for 32 bags sold w t neat 75C 2q rs 10 l at 48 s *cent.*	4	181	03	03
		This under weight lost by allowance of *j*l. *per* draught 1q r -4 l				

1649.		*Per contra John Brown* Cr.				
Septem.	1	By *Thomas Sweet* his Account currant owing by him due the 12 *Nov.*	1	130	17	00
		By the said more due the 14 *January* following		100	00	00
		By the said due the 25 *March* next coming		50	00	00
				280	17	00

(3)

Baldwin Hodges Dr.

				l.	s.	d.
1649. *Nov.*	16	To *Tho. Sweet* his Account currant for 3 Months rebate of the Debt now satisfied	1	3	07	03
	—	To Cash paid him in full of his said Bill	2	168	04	09
				171	12	00

John Laramoore Dr.

1649. *January*	29	To *Spanish* Tobacco for 4 Potacco's sold him for	4	109	10	00
	—	To *James Bendwidge* for an assignment accepted and made over and is	3	90	10	00
	R	To balance due to him by conclude of this account born to fol. 1 & 5-	—	40	00	00
				240	00	00

Samuel Whitson Dr.

1649. *January*	15	To *Spanish* Tobacco for 11 Potacco's weighing neat 931l. at 7s. *per* l. sold him is	4	325	17	00
	—	To *Thomas Sweet* his Account currant for 3 Months rebate of the second Bill now satisfied	1	1	09	06
				327	06	06

Jonas Kemp. Dr.

1649. *Sept.*	1	To *Tho. Sweet* his Account currant owing as *per* Bill obligatory, due the 28 *March.*	1	240	00	00

James Bendwidge Dr.

1649. *Sept.*	1	To *Tho. Sweet* his Account currant owing to him due the 17 instant--	1	117	05	06
	—	To the said more due the 28 *October* following		200	00	00
January	10	To *Spanish* Tobacco for 5 Potacco's sold him to pay as *per* Journal —	4	144	00	00
Febr.	2	To *Thomas Sweet's* Account currant for 3 Months forbearance of *ijCl.*-	1	4	00	00
	12	To Ginger for 13 baggs of large sold him to pay at 2 and 2 Months--	2	129	19	00
				595	04	06

				l.	s.	d.
1649.		*Baldwin Hodges Per contra* Cr.				
Sept.	1	By *Tho. Sweet* his Account currant owing by him due the 16 *February*	1	171	12	00
1649.		*John Laramoore* Cr.				
Sept.	1	By *Thomas Sweet* his Account currant due the 29th instant	1	200	00	00
		By the said more owing not due till the 25th *March* following		40	00	00
				240	00	00
1649.		*Samuel Whitson* Cr.				
Sept.		By *Tho. Sweet* his account currant owing by him due the 16 instant	1	100	00	00
	1	By the said more owing due the 14 *March* ensuing		112	03	00
January	15	By *John Brown* Grocer for an assignment made over payable to *ditto*	2	100	00	00
		By *Thomas Sweet* his Account currant for 4 Months forbearance of *jC*l.	1	2	13	04
		By Cash received from him in full for the foot of this Account	2	12	10	02
				327	06	06
1649.		*Jonas Kemp* Cr.				
Dec.	28	By *Thomas Sweet* his Account currant for 3 Months rebate of *jC xC*l. paid in before it be due	1	3	14	06
		By Cash received from him in full of *jC xC*l.	2	186	05	06
	R	By Balance owing by him by foot of this Account due 28 *March* born to fol. 1, 5		50	00	00
				240	00	00
1649.		*James Bendwidge* Cr.				
Sept.	17	By Cash received from him in part of his first Bill now due	2	17	05	06
January	10	By Fustians for 100 pieces of Lancashire Osbrows bought of him	4	100	00	00
		By Cash received from him to clear the barter of Tobacco	2	44	00	00
	18	By the said received from him in full of his first Bill		100	00	00
Ditto	29	By *John Laramoore* for an assignment made over payable to him	3	90	10	00
Febr.	2	By Cash paid in by him in full of his second Bill and forbearance thereof	2	113	10	00
	14	By Lead for 42 pigs the value payable by him, in part of Ginger sold is	4	69	19	00
	R	By Balance owing by him payable at 2 and 2 Months 1,-5		60	00	00
				595	04	06

(4)

				l.	s.	d.
1649.		Fuſtians Engs Manufacture for Account of *Thomas Sweet* Dr.				
Sept.	1	100 ps. *Venet.* counterfeit for exportation remaining in the Ware-houſe				
Octob.	5	To *John Blay* for 50 ps Lancaſhire Millains at 2l. *per* ps	4	100	00	00
January	10	To *James Bendwidge* for 100 ps of Lancaſhire Osbrow's bought at 1l *per* ps	3	100	00	00
		To Caſh paid for 12 Drumfats, Cuſtom, Packing, and Charges	2	21	18	00
		To the ſaid taken out for my Proviſions at 2 *per centum*	2	4	00	00
				225	18	00
1649.		*John Blay* Merchant Dr.				
Octob.	3	To Cotton Wool for 12 bags Barbado's ſold him as *per* Journal for	2	181	08	03
1649.		Lead for Account of *Thomas Sweet* Dr.				
Octob.	5	To *John Blay* Merchant for 50 pigs wt 7 fother *jC* at *xjl xs per* foth.	4	81	01	09
Novem.	28	To Ginger for 47 pigs wt 7 foth. 4 ½ *C* received in barter				
		for 10 bags of middle ginger producing as *per* Journal	2	83	05	00
	—	To caſh paid carmen & porters for removing the ſame		00	18	04
		To *James Bendwidge* for 42 pig. wt 6 foth. value payable by him		69	19	00
		To Caſh paid for 180 pigs wt 25 fother 15 *C* 2qrs and coſt		299	10	00
		To the ſaid paid Exciſe for one hundred twenty two pigs		7	15	00
		To the ſaid paid cuſtom, &c. of 319 pigs ſhipt off as *per* Journal		49	17	06
		To the ſaid taken out for my Proviſions at 2 *per centum*		10	13	06
				603	00	01
1649.		*Spaniſh* Tobacco for Account of *Thomas Sweet* Dr.				
Decem.	12	20 Potacco's received by Conſignation				
	—	To *Tho. Sweet* his acct currant for the firſt coſt & charg. as *per* his letter	1	350	00	00
	—	To Caſh paid freight, cuſtom and charges as *per* Journal	2	53	04	04
		To the ſaid taken out for my proviſions at 2 *per centum*	—	11	11	08
	R	To account currant for the Balance being the neat gains born thither	1	164	11	00
				579	07	00

					l.	s.	d.
		Fuſtians *Per contra* Cr.					
	R	By *Thomas Sweets* Account currant for the Balance carried thither—		1	225	18	00
1649.		**John Blay** Cr.					
Octob.	5	By Lead for 50 pigs w^t 7 Fother *jC* received in barter of Cotton wool		4	81	01	09
—		By Fuſtians for 50 p^s of Lancaſhire Millains at 2^l. *per* p^s			100	00	00
—		By Caſh received from him in full to clear the Truck		2	000	06	06
					181	08	03
		Lead Cr.					
	R	By *Thomas Sweets* Account currant for the 1 coſts and charges of the ſaid 319 pigs Shipt off		1	603	00	01
1649.		***Spaniſh*** **Tobacco** Cr.					
January	10	By *Ja. Bendwidge* for	5 Potacco's ſold w^t neat 432^l. at *vj^s. viij^d. per* ^l.		144	00	00
	15	By *Sam. Whitſon* for	11 Potacco's ſold him neat 931^l. at *vij^s.* a ^l.	3	325	17	00
	29	By *Joh. Laramoor* for	4 Potacco's ſold him neat 246^l. for the value of	—	109	10	00
			20 Potacco's neat 1709^l. ſold for		579	07	00

				l.	s.	d.
		The Account removed to new Folio's to begin again will ſtand thus,				
		Ginger	10 bags large remaining unſold as in folio (2)	2		
		James Bendwidge	Dr.			
	R	To balance owing by him as in folio 3 brought hither			60	00 00
		Jonas Kemp	Dr.			
	R.	To balance owing by him brought from fol. 3d due 28 *March*, 1650.		3	50	00 00
		Caſh for Account of *Thomas Sweet*	Dr.			
1649.	R	To Balance remaining in Cheſt brought from folio		2	41	14 07

				l.	s.	d.
1649.		*John Brown* Grocer.	Cr.			
	R	By Balance due to him payable the 25 *March* brought from folio	2	50	00	00
1650.		*John Laramoor.*	Cr.			
	R	By Balance due to him payable the 25 *March* brought from folio	3	40	00	00
		Thomas Sweet his Account currant.	Cr.			
	R	By Balance brought from folio 1, and here placed to Account	1	61	14	07

THE FOURTH QUESTION, BEING A QUESTION OF A Ships FREIGHTMENT WITH INSTRUCTIONS To keep Ship Accounts.

THE INQUIRY

QUESTION,

BEING

INQUESTION

OF

A Ship's REGISTRY,

WITH

INSTRUCTIONS

To keep Ship Accounts.

Inſtructions to keep Ship Accounts.

THE Books neceſſary to this purpoſe are a note or Pocket Book, a Book of the Ships Expence, Charge or Diſburſements, of which I ſhall now ſpeak, a Book of Mariners Wages, and a Freight Book.

Of the Book of the Ships Diſburſements.

This Book I adviſe to be kept in Folio, with two or ſometimes three Columns for the converſion and reduction of ſeveral Coins; out of the Note-Book into this Book are to be entred (as often as need requires) continually Page after Page, all common Diſburſements for the Ships uſe, which if you think fit may be born over from Leaf to Leaf, or the Sums of theſe ſeveral Folio's may be added together in one Page on Debitor ſide at the end of the Book, as likewiſe all that the Ship hath made for Freight or otherwiſe, there brought to Account on Creditor ſide, and the Account Balanced up, before the doing whereof the Mariners Wages is to be entred out of the Book of Wages, whereof we come next to ſpeak; but obſerve by the way, that Carpenters and Caulkers work, and Bills for Proviſion and Furniture, being Numbred or Lettered, may be entred into one Line in the Ships Book with reference thereto.

Of the Book of Mariners Wages.

This Book may be kept in Folio, every man having a particular Account of Debitor and Creditor, with an Alphabet or Kalender at the end of the ſame, ſhewing in what Folio his Account is ſo placed (both Pages being accounted but one Folio) wherein he is to be made Debitor for all paid or lent him (or for dead Mens Goods if he Buys any) and Creditor by the Ship for as much time and Salary as he ſerved for, Balancing with him every Pay day, he ſubſcribing his Name as a Receipt, and for the ſatisfaction of the Owners, and when any man is diſcharged, to enter another in his room, and at the end of the Voyage, or as often as you Balance the Ships Books (which ſome do at every Port, being a prudential courſe in reſpect of Mortality, and ſo carry the Balance forward from Port to Port) all the Wages ſo paid them is to be transferred out of this Book, with relation thereto, into the Book of the Ships Diſburſements.

To Sell Dead Mens Clothes.

The uſual courſe hath been firſt to take an Inventory, and afterwards to ſell at the Maſt (by three cryes, Who gives moſt) but the readieſt courſe is to bring them up upon the Deck, and there immediately to ſell them, keeping an Account of their Appraiſement or value, which ſaid Account may be ſubſcribed by ſome of the Ships company, as alſo with an atteſtation concerning the goods left, if any; this Account is afterwards to be Poſted to every mans Debt that Buys, and to the parties Credit deceaſed, in the Book of Mariners Wages above-mentioned.

To examine Ships Accounts.

The Book of mens Wages clears all Diſburſements of that nature, for Victuals they make an abſtract of the Charge of Meat, Bread, Drink, *&c.* and according to the quantity of the men compare the ſame with 1 pound *per* man a Month, or with the rate of Victuals in *England*, with caution and due regard of Extraordinary Labours, or extraordinary dear rates paid for the ſame, granting a competent allowance to the Cabbin and ſick Men; other grand diſburſements for Ships neceſſaries may be cleared by Receipts for the ſame.

The Form of a Freight-Book.

			℔	s	d
	100	Brought from the other ſide	800	00	00
		The xth *ditto* laden by *James Williams* and go conſigned to *H. Barnſlie* of Livorn.			
IW N° 7	1	Cheſt marked as in the Margin, and is to pay Freight—℔	12	00	00
		Ditto laden by the ſaid, conſigned as above.			
IW N° 7, 8, 11, 15, 112,	5	Bales of Cloth to pay Freight ℔ 10 *per* Bale	50	00	00
		The xjv. Ditto laden by the ſaid, and go conſigned to Morgan Read *Conſul.*			
N° 13, 7, 5, 6, 8, 9, 10, 12, 15, 17.	10	Hogs-heads of Coppris to pay Freight ℔ 5 *per* h' h' numbered as in the Margin—℔	50	00	00
	116	Peeces of Goods			
		Sum ℔	912	00	00

Sometimes theſe Accounts are to be kept with double Columns for converſion of Forein Coins.

				l.	s.	d.
Anno 1651.		## *A Fictitious Waſt Queſtion of a Ships Freightment.*				
Dec.	12	*William Brown* 1/3 *Humphrey Barnes* 1/6 *James Williams* 1/6 *Thomas Jennings* 1/12 *John Collins* 1/12	The Owners of the Ship *Neptune* whoſe names and parts are here expreſſed, agree jointly to ſet her to Sea, the Mr. *John Collins* the 12 of *December*, bringeth in his Accounts of her charge in ſetting out, which amounts to *vC xCvij*l. *xij*s.	597	12	00
		At ſeveral times he received from the ſeveral partners theſe ſums following.				
		From *William Brown jC xCviij*l.	198 00 00			
		From *Humphrey Barnes jC L*l.	150 00 00			
		From *Thomas Jennings xLix*l.	49 00 00			
		From *James Williams jC L*l.	150 00 00			
			547 00 00	547	00	00
		Three of theſe Owners, namely, *John Collins*, *Humphrey Barnes*, *James Williams*, contract with the reſt to Freight and employ the ſaid Ship each 1/3 on a Voyage to *Leghorn* and *Scandaroon* for eight Months certain, or ten Months uncertain, at Three Hundred and Seventy Pounds a Month.				
Febr.	12	The Maſter of the Ship, *John Collins*, writes word to the Freighters that he made Freight of ſeveral Goods to *Leghorn* ℔ *jxC xij* the exchange at *iiijs. xd.*	912 00 00	220	08	00
		Item, he there ſold a Cable, a Mainſail and a Boat, which at his return are not placed to account in the Ships Books, and therefore entred here, the value was ℔ *vjC xij* at *Ditto* rate	612 00 00	147	18	00
March	24	By a Letter of this date, it appears, he made Freight of Jews Goods to *Scandaroon* ℔ 200 at *v*l.	℔ 200 00 00	50	00	00
Anno 1652. *Sept.*	17	The Ship returning to *Livorne* the Voyage before ſhe was delivered proved 9 Months, 5 Days long, at 30 Days *per* Month, under pay of the Freighters at 370l. a Month, who in the *Interim* Laded and employed her each 1/3 Tonnage, with ſtocks of their own.				
		And now the Owners agreed joyntly to let out the ſaid Ship, and Stock of Fifty Thouſand Dollers to the *Turky* Company, upon Cambio Maritimo or Bottomree to lade Currance at *Zaunt* at *v*l. *per* Tonn Freight and the Stock to be repaid again at the delivery of the Currance at 6 Shillings the Doller.				
Febr.	14	The Ship took in 450 Tonns of Currance at *Zaunt* there laden by the *Turky* Companies Factors, which were without any Damage ſafe unladen the 14 of *February*, the Freight amounts to		2250	00	00

1652.			l.	s.	d.
Feb.	14	The Maſter having ſpare room likewiſe, laded 7 Tonns upon his own Account and Adventure to pay 5l. *per* Tonn Freight	35	00	00
		Item, paſſing by *Livorn* he there took in ſeveral peece Goods, the whole were to pay ℔ 150 Freight which he receives at home at *iiij*s. *vj*d. *per* Doll.	33	15	00
	28	To pay off the Mariners he receives from the Turky Company in part *ij* Ma pounds	2000	00	00
March,	2	He renders the Owners an Account of the value of three Thouſand and Eleven Pounds, diſburſed on the Ship in the term of the Voyage	3011	00	00
		Item, an Account of *Lxxj*l. *ij*s. Sterling ſtill due to dead mens Friends, which he is to be allowed, and undertaketh to pay upon lawful demands	71	02	00
		The Owners deſire him to ſet the Ship to Sea again, and conclude to come to Account, and pay their Proportions when they Balance the Accounts, whereupon he diſburſes for her Careening and other neceſſaries as *per* Account *iiijC xCvij*l. *iij*s	497	03	00
		Item, there is ſtill due to ſeveral Trades-men for Proviſions taken up by Bills *iiijC xiij*l. *xvij*s	413	17	00
		Item, there is due to *Humphrey Barnes* for Port of Letters and Charges at meetings, which the Ship is to allow *iij*l. *iij*d.	03	00	03
		More that the Freighters are to allow	02	00	00
	24	The Ship being liked of by the State, they buy her, being val. at *iij* Ma L.	3050	00	00
		Whereof *per* the conſent of the Owners, the Treaſurers of the Navy pay *William Brown* One Thouſand pourd down in hand	1000	00	00
		Whereof he is to be Accountable to the reſt for their Parts, when the Accounts are Balanced.			
		Item, the Commiſſioners of the Navy out of the value of the ſaid ſhip have contracted to pay the ſeveral Creditors or Trades-men for their Proviſions, amounting to Four Hundred and Thirteen Pounds Seventeen Shillings, from whom they are to demand ſatisfaction	413	17	00
		One of the Owners, *viz. James Williams* being a Royaliſt, the Parliament have Sequeſtred his part of the Ships Appraiſement (the value of the Proviſions firſt deducted out of the whole) and is	659	00	09
		Item, his ¼ part of 250l. ſtill due from the Turky Company is attached and condemned in their hands for Debts owing	62	10	00
		And the ſaid Ship enters into the Publick ſervice, the ſaid *James Williams* being gone and hath left no viſible Eſtate.			

The Queſtion propoſed is, to have an Account of theſe Tranſactions ſtated, and having drawn the ſame to a Balance, to make an exact diviſion of the Debts ſtanding out, and of the 1000l. *received* per William Brown, *according to each Owners Intereſt and ſuitable to the juſtice and equity of the Account, that each Owner may know what he hath to pay or receive, and to or from whom, to avoid Law controverſies and Arbitrations without allowance of any Intereſt for matters paſt.*

			l.	s.	d.	l.	s.	d.
		Journal parcels to the said Ship Question.						
		December the 12th Anno 1651.						
2	Dr	William Brown for the sum of jC xCix l. iiij s. and is for ⅓ of vC xCvij l. xij s. the Ships charge in setting out	199	04	00			
2	Dr	Humphrey Barnes for his ¼ of the said jC xLix l. viij s.	149	08	00			
2	Dr	James Williams for his ¼ of the said	149	08	00			
2	Dr	Thomas Jennings for his 1/12 of the said	49	16	00			
1	Dr	John Collins for his 1/12 of the said	49	16	00			
1	Cr	Ship Neptune for the particulars above	597	12	00	597	12	00
		Ditto						
1	Dr	John Collins Commander of the said Ship for the sum of vC xLvij l. and is for so much received by him at times of the several Owners towards setting out the said Ship.						
2	Cr	William Brown received of him jC xCviij l.	198	00	00			
2	Cr	Humphrey Barnes received of him jC L l.	150	00	00			
2	Cr	James Williams received of him jC L l.	150	00	00			
2	Cr	Thomas Jennings received of him xLix l.	49	00	00			
			547	00	00	547	00	00
		Ditto						
1	Dr	Ship Neptune	For the sum of vC xCviij l. xij s. and is for so much by him					
2	Cr	John Collins	disbursed to set the said Ship to Sea as per his Accounts delivered in to the Owners			597	12	00
		February the 12th						
1	Dr	John Collins for the sum of ijCxCiiij l. xvj s. viij d.						
2	Cr	Humphrey Barnes for the sum of Lxxiij l. ix s. iiij d. and is for his ⅓ part of ℔ 912 outward Freight to Livorn at iiij s. x d. per Doller, is	73	09	04			
2	Cr	James Williams for his ⅓ part of the said the other ⅓ appropriates to John Collins, and therefore not placed to Account.	73	09	04			
1	Cr	Ship Neptune for the Sum of jCxLvij l. xviij s. and is for ℔ 612 by him received for Ships necessaries sold at Livorn	147	18	00			
			294	16	08	294	16	08
		The xxiiij th of March						
1	Dr	John Collins for the sum of xxxiij l. vj s. viij d. and is for ⅔ of ℔ 200 freight made of Jews goods to Scandaroon at v s. per Doller						
2	Cr	Humphrey Barnes for his ⅓ part thereof ℔ 66⅔ is	16	13	04			
2	Cr	James Williams for his ⅓ part ℔ 66⅔	16	13	04			
			33	06	08	33	06	08

			l.	s.	d.	l.	s.	d.
		The 17 *September*, (1652.)						
1	Dr	*John Collins* for the sum of *jM*[a] *jC xxx*[l] *xj*[s]. *j*[d]. and is for his $\frac{1}{3}$ of 9 Months, 5 Days, Freightment at 370*l*. *per* Month —	1130	11	01			
2	Dr	*Humphrey Barnes* for his $\frac{1}{3}$ of the said Freight —	1130	11	01			
2	Dr	*James Williams* for his $\frac{1}{3}$ of the said Freight —	1130	11	01			
1	Cr	Ship *Neptune* for her Freightment due as above —	3391	13	03	3391	13	03
		February 14th						
2	Dr	Turky Company } For the sum of *ij*[M]*a ijC L*[l]. and is for Freight of 450						
1	Cr	Ship *Neptune* } Tonn of Currance from *Zaunt* home at *v*[l]. *per* Tonn				2250	00	00
		Ditto						
1	Dr	*John Collins* } For the sum of *Lxviij*[l] *xv*[s]. and is for these particulars,						
1	Cr	Ship *Neptune* }						
		For Freight of 7 Tonn of Currance upon his own Account at *v*[l]. *per* Tonn —	35	00	00			
		Item. for Freight of piece Goods from *Livorn* ℔ 150 received at *iiij*[s]. *vj*[d]. *per* Dollar —	33	15	00			
			68	15	00	68	15	00
		Ditto the *xxviij*[th]						
1	Dr	*John Collins* } For the sum of *ij*[M]*a* Pounds, and is for so much receiv-						
2	Cr	Turky Company } ved by him from them in part to pay off the Mariners				2000	00	00
		Ditto						
1	Dr	Ship *Neptune* } For the sum of *iij*[M]*a vC Lxxix*[l]. *v*[s] and is for these parti-						
1	Cr	*John Collins* } culars following,						
		Disburſed abroad the whole term of the Voyage —	3011	00	00			
		For ſo much ſtill due to dead Mens Wages which he undertakes to ſatisfie *Lxxj*[l]. *ij*[s]. —	71	02	00			
		Disburſed to ſet the Ship to Sea again —	497	03	00			
			3579	05	00	3579	05	00
		Ditto.						
1	Dr	Ship *Neptune* — } For the ſum of *iiijC xiij*[l]. *xvij*[s]. and is						
2	Cr	Account of ſeveral Tradesmen } for ſo much due to them for Proviſions taken up for the uſe of the ſaid Ship —				413	17	00
		Ditto						
1	Dr	Ship *Neptune* for the ſum of *iij*[l]. *iij*[d]. and is for ſo much disburſed in Port of Letters and Meetings —	03	00	03			
2	Dr	*James Williams* for his $\frac{1}{3}$ of *ij*[l]. ſo disburſed to be born by the three Freighters, and is *xiij*[s] *iiij*[d]. —	00	13	04			
1	Dr	*John Collins* for his $\frac{1}{3}$ part of the ſaid. —	00	13	04			
2	Cr	*Humphrey Barnes* for the Particulars above —	04	06	11	04	06	11
		The xxiiij[th] *March*						
3	Dr	Parliament } For the ſum of *iiijM*[a] *L*[l]. and is for the full value and						
1	Cr	Ship *Neptune* } appraiſement of the ſaid Ship; which the Commiſſioners of the Navy have bought for publick ſervice —				3050	00	00

			l.	s.	d.	l.	s.	d.
(3)		The xxiiijth *March*, 1652						
2	Dr	*William Brown* for the ſum of One Thouſand Pounds, and is for ſo much received by him from the Treaſurers of the Navy, *per* order of the Committee in part of the Ships value	1000	00	00			
2	Dr	Account of ſeveral Trades-men for the ſum of *iiijC xiij*l. *xvij*s. and is for ſo much they are to receive from the Parliament in payment for their proviſions out of the Ships value	413	17	00			
2	Dr	*James Williams* for his ¼ of the Ships Appraiſement ſequeſtred *per* order of Parliament, and is (the value of the proviſions abated out of her full Appraiſement)	659	00	09			
3	Cr	Parliament for the particulars above	2072	17	09	2072	17	09

Ditto.

2	Dr	*James Williams* } For the ſum of *Lxij*l. *x*s. and is for ¼ of the Ba-						
2	Cr	*Turky* Company } lance ſtill due from them attatched and condemned in their hands				62	10	00

The Balance of the former Account brought from the Leidger. and entred here.

	Dr	Ship *Neptune* for the ſum of *iiij M*l *jxC xij* l. *iiij*s. and is for the Balance or Dividend, to be divided diſtributively amongſt the Owners.						
	Cr	*William Brown* for his ⅖ of the ſaid	1637	08	00			
	Cr	*Humphrey Barnes* for his ⅖ of the ſaid	1228	01	00			
	Cr	*James Williams* for his ¼ of the ſaid	1228	01	00			
	Cr	*Thomas Jennings* for 1/10 of the ſaid	409	07	00			
	Cr	*John Collins* for his 1/10 of the ſaid	409	07	00			
			4912	04	00	4912	04	00

	Dr	Account of Balance for the ſum of *jM*l *vjC xcviij*l. *xj*s. *jx*d.						
	Cr	Parliament owing upon that Account	977	02	03			
	Cr	Turky Company owing by them	187	10	00			
	Cr	*James Williams* owing by him	533	19	06			
			1698	11	09	1698	11	09

	Dr	*Thomas Jennings* owing to him	408	11	00			
	Dr	*John Collins* owing to him	461	05	03			
	Dr	*William Brown* owing to him	636	04	00			
	Dr	*Humphrey Barnes* owing to him	192	11	06			
	Cr	Balance for the particulars above	1698	11	09	1698	11	09

In ſome Ships the Merchants or Owners lay in Goods for the uſe of the Mariners, in this caſe in the Book of Wages enter

Dr. The Goods in ſeveral Accounts, as Stockings, Waſtcoats, Monmouth-caps, Shoes, &c. for the Prices ſet upon them.
Cr. The Account of Cargazoon for whoſe Account the ſaid Goods are laid in.

The Goods ſold to Mariners upon Account of their Pay, or to others upon time
Dr. The Mariners or Buyers.
Cr. The Goods.

If for ready Money Dr. the Goods (and Dr. Caſh if it be needful to keep any ſuch Account)

Part of theſe Goods unſold at the Ships return when the Account is to be cloſed
Dr. Account of Cargazoon.
Cr. The Goods for their firſt prizes.

Gain
Dr. The Goods.
Cr. the Account of Cargazoon.
By the ſaid Goods.
Loſs
Dr. the Account of Cargazoon.
Cr. the Goods.

To conclude the Balance of this Account of Cargazoon ſhews how much the Captain or Purſer is to make good to the Adventurer or owners, for the quantities or particulars ſold.

And if the ſaid Goods are unvalued at firſt, or the Account ſtated without any relation to their coſts, then will the Account thereof be like ſome of the Sopracargo's Accounts in the ſecond Queſtion.

(1)

			Pag. Leidger Creditor.	l.	s.	d.
Anno 1651		Ship *Neptune.* Dr.				
Decem.	12	To *John Collins* for Monies disburſed to ſet her out	1	597	12	00
1652. *Febr.*	28	To the ſaid for diſburſements abroad the term of the Voyage	—	3011	00	00
—		To the ſaid due to dead mens Wages which he undertakes to pay	—	71	02	00
—		To the ſaid for diſburſements to ſet her to Sea again	—	497	03	00
—		To Account of ſeveral Trades-men for Proviſions taken up	2	413	17	00
Ditto.	—	To *Humphrey Barnes* for Port of Letters and Meetings by him expended	—	03	00	03
				4593	14	03
	R	To the Owners diſtributively for the Balance being their Dividend		4912	04	00
				9505	18	03

The Diviſion.

To *William Brown* for his $\frac{1}{3}$ part of the ſaid	1637	08	00
To *Humphrey Barnes* for his $\frac{1}{4}$ of the ſaid	1228	01	00
To *James Williams* for his $\frac{1}{4}$ of the ſaid	1228	01	00
To *Thomas Jennings* for his $\frac{1}{12}$ of the ſaid	409	07	00
To *John Collins* for his $\frac{1}{12}$ of the ſaid	409	07	00
	4912	04	00

1651.		*John Collins* Commander and Owner of $\frac{1}{12}$ Dr.				
Decem.	12	To Ship *Neptune* for $\frac{1}{12}$ of her ſetting out to Sea	1	49	16	00
—		To *William Brown* received towards his part of the Ships ſetting out	2	198	00	00
—		To *Humphrey Barnes* for his part of the ſaid	—	150	00	00
—		To *Thomas Jennings* received towards his part of the ſaid	—	49	00	00
—		To *James Williams* received for his part of the ſaid	—	150	00	00
Febr.	12	To *Humphrey Barnes* for his $\frac{1}{3}$ of £ 912 outward Freight to *Livorn*	—	73	09	04
—		To *James Williams* for his $\frac{1}{3}$ of the ſaid	—	73	09	04
—		To Ship *Neptune* for Proviſions and furniture ſold at *Livorn*	—	147	18	00
March.	24	To *Humphrey Barnes* for $\frac{1}{3}$ of £ 200 Freight to *Scandaroon*	—	16	13	04
(1652.)	—	To *James Williams* for his $\frac{1}{3}$ of the ſaid	—	16	13	04
Sept.	17	To Ship *Neptune* for $\frac{1}{3}$ part of 9 Months, 5 Days Freighment	1	1130	11	01
—		To the ſaid for Freight of peece Goods and Currance	—	68	15	00
Febr.	28	To Turky Company received of them to pay the Mariners	2	2000	00	00
—		To *Humphrey Barnes* for $\frac{1}{3}$ part of *ij*l. Port of Letters	—	—	13	04
	R	To Balance due to himſelf		461	05	03
				4586	04	00

				l.	s.	d.
1651.		*Per contra* the said Ship Cr.				
Decem.	12	By *William Brown* and Owners for their parts to set her out 2, 2, 2, 2-	1	597	12	00
Febr.	12	By *John Collins* for Ships necessaries sold at *Livorn*	1	147	18	00
1652.						
Sept.	17	By the said for ⅓ of 9 Months, 5 Days Freightment at 370l. *per Mo*	—	1130	11	01
—		By *Humphrey Barnes* for his ⅓ of the said Freightment	2	1130	11	01
—		By *James Williams* for his ⅓ of *Ditto* Freight	—	1130	11	01
Febr.	14	By Turky Company for Freight of 450 Tonn of Currance	—	2250	00	00
—		By *John Collins* for Freight of piece Goods and Currance	—	68	15	00
March	24	By the Parliament for her value sold to the Publique	3	3050	00	00
				9505	18	03

				l.	s.	d.
1651.		*John Collins* Cr.				
Decem.	12	By Ship *Neptune* for Moneys disbursed to set her out	1	597	12	00
1652.						
Febr.	28	By the said for disbursements abroad, due to dead Men for their Wages, and to set her out again	—	3579	05	00
—		By the said for $\frac{1}{12}$ of the Dividend		409	07	00
				4586	04	00

				l.	s.	d.
Anno 1651.		*William Brown* Owner of $\frac{1}{3}$ Dr.				
Decem.	12	To Ship *Neptune* for the $\frac{1}{3}$ of her ſetting out	1	199	04	00
1652.						
March	24	To the Parliament received *per* him in part of the Ships appraiſement	3	1000	00	00
	R	To Balance due to himſelf		636	04	00
				1835	08	00
1651.		*Humphrey Barnes* $\frac{1}{4}$ part Owner Dr.				
Decem.	12	To Ship *Neptune* for $\frac{1}{4}$ of her charge in ſetting out	1	149	08	00
1652.						
Sept.	17	To the ſaid for $\frac{1}{3}$ part of 9 Months, 5 Days Freightment		1130	11	01
	R	To Balance due to himſelf		192	11	06
				1472	10	07
1651.		*James Williams* $\frac{1}{4}$ part Owner Dr.				
Decem.	12	To Ship *Neptune* for $\frac{1}{4}$ of her ſetting to Sea	1	149	08	00
1652.						
Sept.	17	To the ſaid for $\frac{1}{3}$ of 9 Months, 5 Days Freightment		1130	11	01
Febr.	28	To *Humphrey Barnes* for $\frac{1}{3}$ part of *ijl.* paid Port of Letters	2		13	04
March	24	To the Parliament for $\frac{1}{4}$ of the Ships appraiſements ſequeſtred *per* order	3	659	00	09
	—	To Turky company for $\frac{1}{4}$ of their Balance attached and condemned-	2	62	10	00
				2002	03	02
1652.		Account of ſeveral Trades-men Dr.				
March	24	To Parliament receivable from the Treaſurers of the Navy	3	413	17	00
1651.		*Thomas Jennings* $\frac{1}{12}$ Dr				
Decem	12	To Ship *Neptune* for $\frac{1}{12}$ of her ſetting to Sea	1	49	16	00
	R	To Balance due to himſelf		408	11	00
				458	07	00
1652.		Turky Company Dr.				
Febr.	14	To Ship *Neptune* for Freight of 450 Tonn of Currance	1	2250	00	00

				l.	s.	d.
		William Brown. Cr.				
1651 *Decemb.*	12	By *John Collins* paid him towards ſetting out $\frac{1}{3}$	1	198	00	00
		By Ship *Neptune* for $\frac{1}{3}$ of the Dividend		1637	08	00
				1835	08	00
		Humphrey Barnes Cr.				
1651. *Decemb.*	12	By *John Collins* paid him towards ſetting out $\frac{1}{4}$ of the Ship	1	150	00	00
Febr.	12	By the ſaid for $\frac{1}{3}$ of ℔ 912 outward Freight	1	73	09	04
March	24	By the ſaid for $\frac{1}{3}$ of ℔ 200 Freight to Scandaroon		16	13	04
1652. *Febr.*	28	By Ship *Neptune* and Freighters for diſburſements for port of Letters and Meetings as in their Accounts in Dr. fol. 1, 2, 2		04	06	11
		By Ship *Neptune* $\frac{1}{4}$ of the Dividend		1228	01	00
				1472	10	07
		James Williams Cr.				
1651. *Decemb.*	12	By *John Collins* paid him towards $\frac{1}{4}$ of the Ships ſetting out	1	150	00	00
Febr.	12	By the ſaid for $\frac{1}{3}$ of ℔ 912 outward Freight to *Livorn*		73	09	04
March	24	By the ſaid for $\frac{1}{3}$ of ℔ 200 Freight of Jews Goods		16	13	04
		By Ship *Neptune* for $\frac{1}{4}$ of the Dividend		1228	01	00
R		By Balance owing by him		538	19	06
				2002	03	02
		Per contra the Artificers Account Cr.				
1652. *Febr.*	28	By Ship *Neptune* for proviſions taken up		413	17	00
		Per contra Cr.				
1651. *Decemb.*	12	By *John Collins* paid towards $\frac{1}{15}$ of the Ships ſetting to Sea	1	49	00	00
		By Ship *Neptune* for $\frac{1}{15}$ of the Dividend		409	07	00
				458	07	00
		Turky Company. Cr.				
1652. *Febr.*	28	By *John Collins* paid him in part of Freightment	1	2000	00	00
March	24	By *James Williams* for $\frac{1}{4}$ of the Balance attached in their hands	2	62	10	00
		By Balance owing by them		187	10	00
				2250	00	00

(3)

1652. March 24 — Parliament Dr.

		l.	s.	d.
To Ship *Neptune* for her value or appraiſement	1	3050	00	00

Account of Balance Dr.

To *James Williams* owing by him		533	19	06
To Turky Company owing *per* them		187	10	00
To the Parliament due upon that Account		977	02	03
		1698	11	09

The Diviſion of the former Balances according to the Equity of the Account.

James Williams Dr

To Balance owing *per* him as above		533	19	06

Turky Company Dr.

To Balance owing *per* them		187	10	00

Parliament Dr.

To Balance due upon the foot of that Account		977	02	03

(31)

			l.	s.	d.
	Per contra the Parliament. Cr.				
1652 March 24	By *William Brown* paid him *per* the Treasurers of the Navy	2	1000	00	00
—	By Account of Artificers payable to them for their provisions	—	413	17	00
—	By *James Williams* for ¼ of the Ships value sequestred	—	659	00	09
—	By Balance due upon this Account		977	02	03
			3050	00	00
	Balance *per contra* Cr.				
	By *Thomas Jennings* owing to him		408	11	00
	By *John Collins* owing to him		461	05	00
	By *William Brown* owing to him		636	04	00
	By *Humphrey Barnes* owing to him		192	11	06
			1698	11	06
	Per contra James Williams Cr				
	By *John Collins* for his proportion of this Debt when recovered, or Loss if unrecoverable		59	06	08
	By *Thomas Jennings* for his proportion of the said		59	06	08
	By *Humphrey Barnes* for his share of the said		177	19	10
	By *William Brown* for his proportion of the said		237	06	05
			533	19	06
	Per contra the Division of the Turky Compª Debt Cr.				
	By *John Collins* for his proportion of the said when paid in		20	16	08
	By *Thomas Jennings* for his proportion of the said		20	16	08
	By *Humphrey Barnes* for his proportion of the said		62	10	00
	By *William Brown* for his proportion of the said		83	06	08
			187	10	00
	The Division.				
	By *John Collins* for his proportion of the said when paid in		108	11	04
	By *Thomas Jennings* for his proportion of the said		108	11	04
	By *Humphrey Barnes* for his part of the said Balance		325	14	01
	By *William Brown* for his part of the said		434	05	06
			977	02	03

	l.	s.	d.
William Brown Dr.			
To *James Williams* for the proportion of his debt	237	06	06
To Turky Company for the Proportion of the Balance owing by them	83	06	08
To the Parliament for the proportion of that Balance due to him when paid in	434	05	06
To *Humphrey Barnes* for the Balance of this Account receivable from him in ready Money	436	16	07
	1191	15	02
John Collins Dr.			
To James *Williams* for the proportion of his debt	59	06	08
To Turky Company for the proportion of that debt due to himself	20	16	08
To the Parliament for the proportion of that Balance due to himself	108	11	04
To *William Brown* for the proportion of the 1000l receivable from him in ready Money	111	02	03
To *Humphrey Barnes* for the foot of this Account receivable from him in ready Money	161	08	04
	461	05	03
Thomas Jennings Dr.			
To *James Williams* for the share of his debt	59	06	07
To Turky Company for the proportion of their debt	20	16	08
To the Parliament for the proportion of their debt	108	11	04
To *William Brown* for the proportion of the 1000l. receivable from him in ready Money	111	02	03
To *Humphrey Barnes* for the foot of this Account due from him in ready money	108	14	02
	408	11	00
Humphrey Barnes Dr.			
To *James Williams* for the proportion of his debt	177	19	10
To Turky Company for the proportion of their debt	62	10	00
To the Parliament for the proportion of their Balance	325	14	01
To *William Brown* for the proportion of the 1000l. receivable from him in ready Money	333	06	08
	899	10	07

		l.	s.	d.
	Per contra William Brown Cr.			
	The Diviſion of the 1000*l. received* per *him from the Parliament.*			
	By *John Collins* for his proportion of the ſaid payable in ready Money——	111	02	03
	By *Thomas Jennings* for his proportion of the ſaid——	111	02	03
	By *Humphrey Barnes* payable to him for his proportion——	333	06	08
R	By Balance due to himſelf as it ſtands in the former Account——	636	04	00
		1191	15	02
	Per contra Cr.			
R	By Balance due to himſelf, as in the former Account——	461	05	03
	Per contra Cr.			
R	By Balance due to himſelf as in the former Account——	408	11	00
	Per Contra Cr.			
R	By Balance due to himſelf——	192	11	06
	By *William Brown* payable to him to Balance his Account——	436	16	07
	By *John Collins* payable to him to Balance his Account——	161	08	04
	By *Thomas Jennings* payable in ready Money to Balance his Account——	108	14	02
		899	10	07

Ledger of the Ship [illegible]

Per contra William Brown

The Disbursements of the 100l. received per him
from the Parliament.

The Fifth QUESTION.

A Merchant of *London*, namely *John Boſtwick*, deſires to ſee an Account of double Exchange ſtated upon theſe ſuppoſitions and rates following.

1 He draws upon his friends Factor or Correſpondent at *Lixborn*, Duccats 6000 at ſeveral prices, whereof the *medium* was 53d. payable at Uſance.

2 He remits to his Correſpondent at *Venetia* 1200l. Sterling at 48d. the Duccat *di Banco*.

3 The Factor at *Lixborn* adding ½ *per centum* proviſions of the firſt Draught and ℔ 5 paid Brokerage and Port of Letters, draws the Balance of his Account on the Factor at *Sivil*, at ℔ 106 for ℔ 100 in *Sivil*.

4 The Correſpondent at *Venetia* deducting out of the firſt remittance to him his proviſions at ½ *per centum* and ℔ 7 paid Brokeradge and Port of Letters, makes over the Balance in his hands to the Factor at *Naples* at ℔ 100 *Venetia* for ℔ 101 at *Naples*.

5 The Factor at *Sivil* adding proviſions at ½ *per centum* and ℔ 5 —— 122 Marveides paid Brokerage and Port of Letters draws the Balance of his Account on the Factor at *Genoa*, at 442 Marveides for 1 Crown of the Sun.

6 The Factor of *Naples* deducting out of the remittance made to him his proviſions at ¼ *per centum* and ℔ 6 —— 48 paid Brokerage and Port of Letters makes over the Balance in his hands to *John Boſtwick* Merchant of *London* at 68 Pence the Duccat.

7 The Factor at *Genoa*, adding to the Draught made upon him x 40 and 58 Sols for his Proviſions at ¼ *per centum* and Brokerage and Port of Letters, draws the Balance of his Account on *John Boſtwick* Merchant at *London*, at 83 Pence Sterling the Crown of the Sun.

Item, *John Boſtwick*, in the Term of theſe Exchanges, diſburſed in Brokerage of his *Lixborn* draught, *&c.* and in Port of Letters 3l. — 2s. — 3d. Sterling.

The queſtion propounded is to know his Gain or Loſs by theſe Exchanges.

The proceſs of the work may be ſeen by the relative figures; The Anſwer is, he gained 137l. — 10s. — 00d. Sterling by induſtry with other mens Monies which hath lain in his own hand the whole Tract of time.

The Coins of theſe places are according to the Map of Commerce.

Venetia —— 24 Grois ——
Lixborn —— 400 Raes ——
Sivil —— 375 Marveides — } make 1 ℔ or Duccat.
Naples —— 100 Grains ——
Genoa —— 68 Sols make 1 x or Crown.

John Boſtwick Merchant of *London* Dr.
or *Ditto* his Account of Caſh.

				l.	s.	d.
(1)	To Account of Exc[e] for *Lixborn*, draw on the Factor there, the Exc[e] at 53 1/2d. the Ducat	Sterling ℔ 6000		1337	10	00
(6)	To Account of Exc[e] for *Naples* remitted home by the Factor there, the Exc[e] at 68d. *per* Ducat	℔ 5976		1693	04	00
				3030	14	00

Account of Exc[e] for *Lixborn* Dr.

				Mar.	
(3)	To Account of Exc[e] for *Civil* drawn on the Factor there at ℔ 106 here for ℔ 100 there	℔ 5683-361-℔		6025	

Factor at *Sivil*, or Account of Exc[e] for *Ditto* place Dr.

				Marv.	
(5)	To Factor at *Genoa* drawn by the Factor here on him at 442 Marveides for 1 Crown of the Sun ——X	4846--18-- ℔		5712	00

Account of Exchange for *Venetia* Dr.

				℔	grosses.
(2)	To *John Boſtwick*, Merchant of *London*, remitted hither by him at 48d. the Duccat *di Banco*	l.	s. d.		
		1200	00 00	6000	00

Account of Exchange for *Genoa* or Factor there Dr.

				Cr.	Sols.
(7)	To *John Boſtwick* Merchant of *London* for the Balance drawn on him at 83d. Sterling the Crown of the Sun--X	l.	s. d.		
		1690	01 9	4887	00

Account of Exchange for *Naples*. Dr.

				℔	grains.
(4)	To Factor at *Venetia* remitted hither *per* him at ℔ 100 there for ℔ 101 here is	℔	gr.		
		5963	00 -℔	6022	63

Per contra. Cr.

(2)	By Account of Exc[a] for *Venetia* remitted to the Factor there at 48[d] the Duccat *di Banco*	Sterling. ℔	6000	l. s. d. 1200--00--00
(7)	By Account of Exc[a] for *Genoa* drawn by the Factor there at 83 Pence Sterling the Crown of the Sun	X	4887--	1690-01--09
	Paid Brokerige of the *Lixborn* draught Port of Letters, &c.			3-02--03
R.	By Balance gained by theſe Exchanges			137-10--00
				3032--14--00

Factor at *Lixborn*, or Account of Exc[a] for *ditto* place Cr.

		Sterling	l.	s. d.	
(1)	By *John Boſtwick* Merchant of *London*, drawn by him		1337	10--00	℔ 6000--00--00
	By proviſions at $\frac{1}{3}$ *per centum* to be added is				℔ 20--00--00
	By Brokerige and Port of Letters to be added				℔ 5--00--00
					℔ 6025--

Per contra Cr.

(3)	By Factor at *Lixborn* drawn by him at ℔ 106 there for ℔ 100 here	℔ 6025	℔ Marv. 5683--361
	By Proviſions to be added at $\frac{3}{5}$ *per centum*	℔	22--267
	By Brokerige and Port of Letters to be added	℔	5--122
			5712-00--

Per contra Factor at *Venetia* Cr

	By proviſions to be deducted at $\frac{1}{2}$ *per centum*	℔	30--00
	By Brokerige and Port of Letters	℔	7--00
(4)	By Factor at *Naples* remitted the Balance thither at ℔ 100 here for ℔ 101 is there	℔ 6022--63-	℔ grois 5963--00
		℔	6000--00

Factor at *Genoa* Cr.

(5)	By Factor at *Sevill* drawn by him at 442 Marveides the Crown of the Sun is	℔	5712--00-X	℔ Marv. Cr. Sols. 4846--10
	By proviſions at $\frac{1}{4}$ *per centum* Brokerige and port of Letters to be added		X	40--58
				4887--00--

Factor at *Naples.* Cr.

	By proviſions to be deducted at $\frac{3}{4}$ *per centum*	℔	℔ grains. 40--15
	By Brokerige and Port of Letters	℔	6--48
(6)	By *John Boſtwick* Merchant at *London* remitted the Balance to him at 68 pence the Duccat Sterling 1693l.-4s.-0	℔	5976--00
			6022--63--

AN

Eaſie Partable Account

BETWEEN

Three DYERS:

WHICH MAY SERVE

As an INTRODUCTION to BEGINNERS;

And being well underſtood,

Affords ſufficient variety and Knowledge for the Stating

OF THE

ACCOUNTS of moſt PARTNERSHIPS.

The Waſt-Book of the Partable Account of a Dye-houſe.

Having obſerved that ſome Dyers, *through their unskilfulneſs in Accounts Irregular ſmall Books, neglect in Ballancing the ſame, not heeding that Book-Debts and Accounts intermitted 6 Years or more, are irrecoverable by the Statute of* Limitation; *and unwary agreements made by word of Mouth: without ſo much as a* Memorandum *in Writing ſigned concerning the ſame, have fallen into great Controverſies, and loſt their Eſtates thereby. For their Inſtruction, I have framed the eaſie Partable Account following, which well underſtood, may be a good Introduction to beginners, and as fit for all ſorts of Traders, as if an account had been ſuted to their own particular concernment.*

	l.	s.	d.
January 15th 1664.			
Three Dyers, *viz. Adam Barker, Charles Doble*, and *Edward Franklin*, enter into an equal Copartnerſhip; *Adam Barker* hath in Stock namely, Utenſils in the Dye-houſe, as Coppers, Fatts, Iron, and Plummers work, *&c.* appraiſed at	234	13	00
And are to be maintained and left worth ſo much.			
Thirty Chaulder of Coal, at 20s	30	00	00
Ten Cask of Argal neat 90*C*—00qrs.—27l. at 30s. *per Centum*	135	07	00
He hath a Leaſe of the Dye houſe, and is to be allowed 100l. Annually for Rent, and 'tis agreed to allow him it, as ſo much put into Stock, the firſt Years Rent is	100	00	00
	500	00	00
Charles Doble brought into Stock			
3 Tonns of Allom at 25l.	75	00	00
1 Tonn of Braſil Wood	28	00	00
100l. ſuttle of Coucheaneel at 30s. *per* pound	150	00	00
18*C* of Fuſtick at 6s. 8d. *per Cent.*	06	00	00
3 Hogs-heads of Coppras neat 16*C* at 10s.	8	00	00
10 Bales of Crop Mather neat 85*C* at 4l.	340	00	00
	607	00	00
Edward Franklin brought into Stock			
10 Bags of Shumack neat 70*C* 2qrs at 16s.	56	08	00
4 Tonn of Iſland Woad at 15l. *per* Tonn	60	00	00
He payeth *Charles Doble* the Surplus of his Stock above 500l. which is	10	00	00
The remainer to compleat his own Stock he hath ready in Caſh to ſupply the Trade with, and is	276	12	00
And by agreement, is to be allowed 160l. *per annum*, for Houſe-keeping for the Company and their Servants.	500	00	00
At the Years end he giveth in his Caſh-Book of Receipts and Diſburſements reduced into Form on the following Page; alſo the following Account of Wares *Spent* in the Trade, *viz.*			
Coals 40 Chaulder coſt	40	00	00
Argal 72*C* at 30s.	108	00	00
Allom 2 Tonns at 25l *per* Tonn	50	00	00
Brazil Wood 1 Tonn	28	00	00
Coucheaneel 40l. at 30s.	60	00	00
Item, 15l. at 28s.	21	00	00
Fuſtick 18*C* at 6s. 8d.	6	00	00
Coppras 3 Hogs-heads	8	00	00
Mather 68*C* Crop at 4l.	272	00	00
Shumach 10 Bags weight 70*C* 2qrs. at 16s.	56	08	00
Iſland Woad 3 Tonns	45	00	00
Spaniſh Indico 3 Cask ſuttle 336 at 6s.	100	16	00
Argal loſt in weight 27l.	795	04	00
Loſt in looſe Goods about the Dye-houſe, as Hay, Weld, Bran, Soot, Alder-bark, Galls, *&c.* (whereof no particular Account is kept and are charged to Account amongſt the petits,) to the value of	10	00	00

			l.	s.	d.
		Alſo he giveth in the following Account of Earnings and Paſſages in Trade.			
1655.					
June	1	Sold *Charles Doble* upon Account 5 Chaulder of Coals	5	00	00
March	25	Bought of *John Watkins* Dyer, upon Account, 3 Cask of *Spaniſh* Indico q^t 3C groſs is 336^l. ſuttle at 6^s.	100	16	00
May	7	Sold him upon Account 60^l. of Coucheaneel at 31^s.	93	00	00
		Earned of *Jericho Cudworth* Merchant, for Dying of			
May	7	70 Cottons in Colours at 20^s.	70	00	00
July	8	300 Yards of Cotton, green at 5^s.	75	00	00
	10	70 Starr Bayes, Woad Blew, at 15^s.	52	10	00
Auguſt	12	60 long Flannels in Colours at 6^s. 8^d.	20	00	00
Sept.	16	300 Mancheſter Bays at 9^s	135	00	00
October	7	600 Nothern Kerſies at 6^s. in colours	180	00	00
			532	10	00
		Received of *Jericho Cudworth*, on Account.			
Auguſt	12	20 peeces of *Coxhall* Bayes q^t 1400 Yards at 2^s. 6^d.	175	00	00
		Item, 2 Bales of Mul Mathier, weighing 30C. at 30^s.	45	00	00
			220	00	00
		Earned of John Garthwait, *Spaniſh Merchant, for Dying of* viz.			
1664.					
March	17	600 Ell Broad Perpetuano's, in Colours, at 4^s.	120	00	00
1665.					
April	5	400 Hunſcot Sayes, Dutch Blew at 5^s.	100	00	00
June	4	700 Coloured Bayes at 12^s.	420	00	00
Sept.	9	500 Minikin Bayes in Colours at 30^s.	750	00	00
Decem.	7	100 peeces of Searges in Colours at 3^s. 4^d.	16	13	04
			1406	13	04
		Received of him upon Account			
April	7	*Spaniſh* Indico 240^l. ſuttle, at 6^s. 8^d.	80	00	00
		2 Tonn of Fuſtick at 6^s. 8^d. the C groſs	13	06	08
		Abated him upon Account		13	04
			94	00	00
1665.		*John Copleſtone*, ſold to him upon Account:			
April	30	40 peeces of double Bocking Bayes at 6^l.	240	00	00
Novem.	28	Exchanged with him 20 black *Coxhall* Bayes for ſo many white ones, he to allow for the Dying	20	00	00
			260	00	00
1665.		Wares received of him upon Account.			
May	3	1 Tonn of Braſil Wood	28	00	00
	15	60 Pound of Coucheaneel, at 28^s.	82	00	00
	20	10 Bags of Shumack, neat 65C at 15^s,	48	15	00
June	25	1 Tonn of Iſland Woad at 14^l.	14	00	00
			172	15	00

The Account is to be Stated to find what the Years gains of the Trade comes to, and the Partners having agreed to continue their firſt Stock, would divide the Surplus.

See the Account of the Dye-houſe and of Balance.

		CASH in the Administration of Edward Franklin. Dr.	l.	s.	d.
1664. *Januar.*	15	To his Account of Stock for Cash brought in to supply the Trade——	276	12	00
1665. *June*	7	To Argal for 2 Cask weighing *netto* 18*C* sold to *H. I.* at 32^{s}. *per centum* ready Money——	28	16	00
June	24	To Mather for 2 Bales of Crop Mather, neat 17*C.* sold to *L. M.* at 4^{l}. 4^{s} *per centum*——	71	08	00
Sept.	29	To *John Garthwait* received of him——	500	00	00
Decemb.	28	To the said received of him in full——	812	13	04
	29	To *Jericho Cudworth* received of him in part——	132	10	00
	30	To *John Copleſtone* received of him in full——	87	05	00
			1909	04	04

The Books of Accounts neceſſary for Dyers *to keep, are*

1 A *CASH-BOOK* ſtated as this is, or the petties may be inſerted at large in the outward Column, and all ſuch Sums put therein as are not intended to have a particular Account of them Poſted.

2 A *WARE-BOOK*, Charging all Received or Bought with the Particular Weights or Bulk on the Debitor, or left-hand Page, and all Sold, Spent, or Delivered on the Creditor, or right-hand Page, allowing each Commodity its diſtinct Account both Debitor and Creditor.

3 A *WORK-BOOK*, or Book of Earnings, charging on the Debitor ſide, all Goods received, the time when, and at what Rate Dyed, and on the Creditor ſide, the time when delivered, with what elſe ſhall be thought neceſſary.

4 Out of theſe may be Stated a *LEIDGER*, with an Alphabet thereto, after the form following, to which one inward Column more is neceſſary, to ſhew where any Parcel on the Debitor ſide is correſponded on the Creditor, and the contrary, where any Sum on the Creditor ſide ſtands Debitor.

If this be well conſidered, that each line is poſted or entred twice, *viz.* there where you read it, and again in the Account whoſe Name followeth the Words To or By; This Account may be underſtood, by the meaneſt Capacity.

But if you conceive the *CASH-BOOK*, *WARE-BOOK*, and *WORK-BOOK*, to be parts of the LEIDGER, and are unwilling to State a diſtinct LEIDGER, then may the Accounts of Goods remaining, and Utenſils be drawn up in the *WARE-BOOK*, and the other Accounts of Traders and of Stock, Dye-houſe, and Balance, be Stated in the *WORK-BOOK*, and Signed by the Partners when adjuſted.

The Cash-Book of the Dye-house Partable Account.

		Cash *Per Contra* Cr.	*Sums posted particularly.* l.	s.	d.	*General charges.* l.	s.	d.
1664. *Februa.*	22	By Bayes for 40 ps of white double Bockings, qt 2000 Yards at 4l. *per* piece	160	00	00			
1665. *March*	25	To the Brick-layer for Work, as *per* Acquittance Page 7 of *ditto* Book	00	00	00	2	17	00
		To the Company for Sealing of Cloth, as *per* Acquittance Page 8	00	00	00	2	14	00
		To the Women for 200 Tynes of Liquor	00	00	00	5	00	00
		For Cording of 84 Cloths	00	00	00	3	00	00
		To the Taylor for Cloaths for the men, as *per* Acquittance Page 8	00	00	00	7	15	00
		For a Horse	00	00	00	9	00	00
		For Grinding 1 Tun of Brazil Wood	00	00	00	2	00	00
		For Hay for the Horse	00	00	00	2	00	00
May	30	By Coals for 20 Chaulder cost	20	00	00			
June	7	By *John Watkins* Dyer, paid him in full	07	16	00			
		For Bran as *per* Acquittance Page 5	00	00	00	17	00	00
	10	By Argal for 5 Cask neat 80C bought of *N. O.* at 30s. *per Cent.*	120	00	00			
		For 10 Load of Weld	00	00	00	40	00	00
		For 3 pair of Washing Boots	00	00	00	2	08	00
		For Caulk as *per* Acquittance, Page 8	00	00	00	17	00	00
		For 10 Dozen of Candles	00	00	00	3	00	00
	24	By Allom for 1 Tun bought of Mr. *Salway*	24	00	00			
		To the Plummer as *per* Bill and Acquittance Page 7	00	00	00	11	07	00
		To Mr. *Atkins* for Pump-Irons, as *per* Acquittance Page 8	00	00	00	3	05	00
Sept.	10	By Coals for 12 Chaulder, at 18s.	10	16	00			
	20	By Coppras for 1 Hogs-head	02	10	00			
	29	By Stock of *Adam Barker* for his ⅓ of 450l. divided	150	00	00			
		By Stock of *Charles Doble*, for the said	150	00	00			
		By Stock of *Edward Frankling*, for the said	150	00	00			
Octob.	29	To the Copper-Smith as *per* Bill and Acquittance Page 9	00	00	00	45	07	00
Decem.	28	By Diet for the Journey-men and Apprentices, *&c.* for a Year *per* Agreement	00	00	00	160	00	00
		By Wages paid to 5 Journey-men for a Year, as *per* their Acquittances in Folio 7, 9, 11	00	00	00	100	00	00
		Paid for a Years Rent of the Coal-Seller	00	00	00	8	00	00
		Disbursed in Petty Charges as *per* particulars	00	00	00	222	19	03
		The Total of Incident Charges charged to the Account of Loss or Dye-house in one Article is	664	12	03	664	12	03
	R	By Balance remaining in Cash	449	10	01			
			1909	04	04			

			l.	s.	d.
		Stock of *Adam Barker* **Dr.**			
1665. *Septem.*	29	To Caſh taken out	150	00	00
	R	To Balance due to the ſame	515	16	11
			665	16	11
		Stock of *Charles Doble* **Dr.**			
1664. *Januar.*	15	To Stock of *Edward Frankling* for Caſh received of *Ditto*	107	00	00
1665. *June*	1	To Coals for 5 Chaulder ſold him	05	00	00
Sept.	29	To Caſh taken out of Stock	150	00	00
	R	To Balance due	510	16	11
			772	16	11
		Stock of *Edward Frankling* **Dr.**			
1665. *Sept.*	29	To Caſh taken out	150	00	00
	R	To Balance due	515	16	11
			665	16	11
		Utenſils in the Dye-houſe **Dr.**			
1664. *Januar.*	15	To Stock of *Adam Barker* for the value of them	234	13	00
		Coals **Dr.**			
1664. *Januar.*	15	To Stock of *Adam Barker* for 30 Chaulder	30	00	00
1665. *May*	30	To Caſh paid for 20 Chaulder	20	00	00
Sept.	10	To the ſaid for 12 Chaulder at 18s.	10	16	00
			60	16	00
		Argal **Dr.**			
1664. *Januar.*	15	To Stock of *Adam Barker* for 10 Cask weighing,			
		viz. (C 90 qs 00 l 27 at 30s)	135	07	00
1665. *June*	10	To Caſh for 5 Cask (C 80 qs 00 l 00 at 30s)	120	00	00
		(C 170 qs 00 l 27)			
	R	To the Dye-houſe for the neat gains	109	00	
			286	16	00
		Allom is **Dr.**			
1664. *Januar.*	15	To Stock of *Charles Doble* for 3 Tuns at 25l.	75	00	00
1665. *June*	24	To Caſh for 1 Tun bought of Mr. *Salway*	24	00	00
			99	00	00

The Leidger of the Dye-house Partable Account.

Stock of *Adam Barker* Cr.

1664.			l.	s.	d.
Januar.	15	By Utensils in the Dye-house	234	13	00
	—	By Coals for 30 Chaulder	30	00	00
	—	By Argal for 10 Cask neat 90*C*-00^{qrs} - 27^{l} at 30^{s}	135	07	00
		By the Dye-house for a Years Rent	100	00	00
		By the said for $\frac{1}{3}$ of 497^{l} · 10^{s} · 9^{d} Dividend	165	16	11
			665	16	11

Stock of *Char's Doble* Cr.

1664.			l.	s.	d.
Januar.	15	By Allom for 3 Tunns	75	00	00
	—	By Brazil Wood for 1 Tun	28	00	00
	—	By Coucheancel for 100^{l}. suttle at 30^{s}	150	00	00
	—	By Fustick for 18*C* at 6^{s} 8^{d}	6	00	00
	—	By Coppras for 3 Hogsheads neat 16*C* at 10^{s}	8	00	00
	—	By Mather for 10 Bales Crop neat 85*C* at 4^{l}.	340	00	00
	—	By $\frac{1}{3}$ of the Dividend	165	16	11
			772	16	11

Stock of *Edward Franklin* Cr.

1664.			l.	s.	d.
Januar.	15	By Shumack for 10 Bags neat 70*C* 2q^{rs} at 16^{s}	56	08	00
	—	By Woad for 4 Tunn at 15^{l}.	60	00	00
	—	By *Charles Doble* his Account of Stock for the Surplus paid	107	00	00
		By Cash brought into Trade	276	12	00
		By $\frac{1}{3}$ of the Dividend	165	16	11
			665	16	11

Utensils Cr

1665.			l.	s.	d.
Decemb.	30	By Account of Goods remaining born thither	234	13	00

Coals Cr.

1665.			l.	s.	d.
June	1	By the Dye-house for 40 Chaulder spent	40	00	00
		By Stock of *Charles Doble* for 5 Chaulder sold him	5	00	00
		By Goods remaining for 17 Chaulder left cost	15	16	00
			60	16	00

Argal Cr.

1665.			*C*	q^{rs}	l		l.	s.	d.
June	7	By Cash for 2 Casks weight	18	00	00	Sold to *J. H.*	28	16	00
		at 32^{s} *per cent.*	—	—	—				
	—	By the Dye-house for	72	00	00	spent as *per*	108	00	00
		Particulars at 30^{s}	—	—	—				
	—	By Goods remaining for	80	00	00	left at 30^{s}	120	00	00
		Lost in weight	00	00	27		000	00	00
			170	00	27		256	16	00

Allom Cr.

1665.			l.	s.	d.
Decem.	30	By the Dye-house for 2 Tuns spent	50	00	00
		By Goods remaining for 2 Tuns left	49	00	00
			99	00	00

			l.	s.	d.
		Brazil Wood Dr.			
1664. *Januar.*	15	To Stock of *Charles Doble* for 1 Tun	28	00	00
1665. *May*	3	To *John Copleſtone* for 1 Tun	28	00	00
			56	00	00
		Coucheaneel Dr.			
1664. *Januar.*	15	To Stock of *Charles Doble* for 100l ſuttle at 30s	150	00	00
1665. *May*	15	To *John Copleſtone* for 60l ſuttle at 28s	82	00	00
		To the Dye-houſe for the neat gains	04	00	00
			236	00	00
		Fuſtick Dr.			
1664. *Januar.*	15	To Stock of *Charles Doble* for 18C at 6s 8d	6	00	00
1665. *April*	7	To *John Garthwait* for 2 Tuns at 6s 8d *per cent.*	13	06	08
			19	06	08
		Coppras Dr.			
1664. *Januar.*	15	To Stock of *Charles Doble* for 3 h' h' neat 16C at 10s	8	00	00
		To Caſh for 1 h' h' neat 5C at 10s	2	10	00
			10	10	00
		Mather Dr.			
1664 *Januar.*	15	To Stock of *Charles Doble* for 10 Bales of Grop Mather neat 85C at 4l	340	00	00
1665. *Auguſt*	12	To *Jericho Cudworth* for 2 Bales of Mul Mather neat 30C at 30s	45	00	00
		To the Dye-houſe for the neat gains	3	08	00
			388	08	00
		Shumack Dr.			
1664. *Januar.*	15	To Stock of *Edward Frankling* for 10 Bags neat 70C 2q^rs at 16s	56	8	00
1665. *May*	20	To *John Copleſtone* for 10 Bags neat 65C at 15s	48	15	00
			105	03	00
		Iſland Woad Dr.			
1664. *Januar.*	15	To Stock of *Edward Frankling* for 4 Tun at 15l	60	00	00
		To *John Copleſtone* for 1 Tun	14	00	00
			74	00	00
		***John Watkins* Dyer** Dr.			
1665. *May*	7	To Coucheancel for 60l ſuttle ſold him at 31s	93	00	00
June	7	To Caſh paid him in full	07	16	00
			100	16	00
		***Spaniſh* Indico.** Dr.			
1664. *March*	25	To *John Watkins* Dyer for 3 Cask ſuttle 336l at 6s	100	16	00
1665. *April*	7	To *John Garthwait* for 240l ſuttle at 6s 8d	80	00	00
			180	16	00

			l.	s.	d.
		Brazil Wood Cr.			
1665. *Decem.*	30	By the Dye-house for 1 Tun spent	28	00	00
		By Goods remaining for 1 Tun left	28	00	00
			56	00	00
		Coucheaneel Cr.			
1665. *May*	7	By *John Watkins* Dyer for 60l suttle sold him at 31s	93	00	00
		By the Dye-house for 40l spent at 30s	60	00	00
		By the said for 15l spent at 28s	21	00	00
		By Goods remaining for 45l left at 28s.	62	00	00
			236	00	00
		Fustick Cr.			
1665. *Decem.*	30	By the Dye-house for 18C spent at 6s 8d	6	00	00
		By Goods remaining for 2 Tun left cost	13	06	08
			19	06	08
		Coppras Cr.			
1664. *Decem.*	30	By the Dye-house for 3 h' h' spent	8	00	00
		By Goods remaining for 1 h' h' left	2	10	00
			10	10	00
		Mather Cr.			
1665. *June*	24	By Cash received for 2 Bales of Crop Mather neat 17C at 4l 4s sold *L.M.*	71	08	00
Decem	30	By the Dye-house for 68C spent at 4l	272	00	00
		By Goods remaining for 2 Bales of Mul Mather cost	45	00	00
			388	08	00
		Shumack Cr			
1665. *Decem.*	30	By the Dye-house for 10 Baggs spent cost	56	8	00
		By Goods remaining for 10 Baggs left cost	48	15	00
			105	03	00
		Island Woad Cr.			
1665. *Decem.*	30	By the Dye-house for 3 Tuns spent	45	00	00
		By Goods remaning for 2 Tuns left	29	00	00
			74	00	00
		John Watkins Cr.			
1665. *March*	25	By *Spanish* Indico for 3 Cask qr 3C grosses 336l suttle at 6s *per* pound —	100	16	00
		Spanish Indico. Cr.			
		By the Dye-house for 3 Cask spent cost	100	16	00
		By Goods remaining for 240l suttle cost	80	00	00
			180	16	00

The Leidger of the Dye-house Partable Account.

			l.	s.	d.
		Jericho Cudworth Dr.			
1665.		To the Dye-house for the Earnings following,			
May	4	70 Cottons in Colours at 20^{s}	70	00	00
July	8	300 Yards of Cotton green at 5^{s}	75	00	00
	10	70 Star Bayes Woad blew at 15^{s}	52	10	00
August	12	60 Long Flannels in Colours at 6^{s} 8^{d}	20	00	00
Sept.	16	300 *Manchester* Bayes at 9^{s}	135	00	00
October	7	600 Northern Kersies at 6^{s} in Colours	180	00	00
			532	10	00
		Bayes Dr.			
1664.					
Febr.	22	To Cash for 40 p^{s} of White Bocking double Bayes q^{t} 2000 Yards at 4^{l} *per* piece	160	00	00
August	12	To *Jericho Cudworth* for 20 p^{s} of *Coxhall* Bayes q^{t} 1400 Yards at 2^{s} 6^{d} *per* Yard	175	00	00
		To the Dye-house for the neat gains	100	00	00
			435	00	00
		John Copleston Dr.			
1665.					
April	30	To Bayes for 40 p^{s} double Bockings at 6^{l}	240	00	00
Nov.	28	To the said for the Exchange of 20 White *Coxhalls* for so many Black ones	20	00	00
			260	00	00
		John Garthwait Spanish Merchant Dr.			
1664		To the Dye-house for the Earnings following,			
March	17	600 Ell Broad Perpetuanos in Colours at 4^{s} *per* piece	120	00	00
1665.					
April	5	400 Hunscot Sayes Dutch Blew at 5^{s}	100	00	00
June	4	700 Coloured Bayes at 12^{s}	420	00	00
Sept.	9	500 Minikin Bayes in Colours at 30^{s}	750	00	00
Decem.	7	100 pieces of Searges in Colours at 3^{s} 4^{d}	16	13	04
			1406	13	04
		Goods remaining Dr.			
1665.					
Decem.	30	To Coals for 17 Chaulder	15	16	00
	—	To Argal for 5 Cask w^{t} 80C at 30^{s}	120	00	00
	—	To Allom for 2 Tuns cost	49	00	00
	—	To Brazil Wood for 1 Tun	28	00	00
	—	To Coucheaneal for 45^{l} at 28^{s}	62	00	00
	—	To Fustick for 2 Tuns cost	13	06	08
	—	To Coppras for 1 Hogs-head	2	10	00
	—	To Mather for 2 Bales of Mul neat 30C at 30^{s}	45	00	00
	—	To Shumack for 10 Bags neat 65C at 15^{s}	48	15	00
	—	To Island Wood for 2 Tuns cost	29	00	00
	—	To Spanish Indico for 240^{l} suttle at 6^{s} 8^{d}	80	00	00
	—	To Bayes for 20 pieces White *Coxhalls* cost	175	00	00
	—	To the Dye-house for loose Wares, *viz.* Hay, Weld, Bran, Soot, Alder-bark, Galls, &c. left to the value of	10	00	00
	—	To Utensils for their Value	234	13	00
			913	00	08

			l.	s.	d.
1665.		*Jericho Cudworth* Cr.			
August	12	By Bayes for 20 p^{s} *Coxhall* q^{t} 1400 Yards at 2^{s}. 6^{d}.	175	60	00
	—	By Mather for 2 Bales of Mul Mather, weighing *nett* 30*C* at 30^{s} *per cent.*	45	00	00
Decem.	29	By Cash paid in part	132	10	00
		By Balance owing by him	180	00	00
			532	10	00
1665.		Bays Cr.			
April	30	By *John Copleſtone* for 40 p^{s} of double Bocking Bayes dyed Black, ſold him at 6^{l} *per* piece	240	00	00
Nov.	28	By the ſaid for the Exchange of 20 p^{s} of *Coxhalls* dyed Black, for White ones	20	00	00
	R	By Goods remaining for 20 p^{s} White *Coxhall* Bayes	175	00	00
			435	00	00
1665.		*John Copleſtone* Cr.			
May	3	By Brazil Wood for 1 Tun	28	00	00
	15	By Coucheaneal for 60^{l} ſuttle at 28^{s}	82	00	00
	20	By Shumack for 10 Baggs neat 65*C* at 15^{s}	48	15	00
June	25	By Iſland Woad for 1 Tun at 14^{l}	14	00	00
Decem.	30	By Caſh paid to Balance	87	05	00
			260	00	00
1665.		*John Garthwait* Cr.			
April	7	By *Spaniſh* Indico for 240^{l} ſuttle at 6^{s} 8^{d}	80	00	00
	—	By Fuſtick for 2 Tuns at 6^{s} 8^{d} the *C* groſs	13	06	08
Sept.	29	By Caſh then paid	500	00	00
	—	By the Dye-houſe for an Abatement		13	04
Decem.	28	By Caſh paid to Balance	812	13	04
			1406	13	04
		Goods remaining Cr.			
		By Account of Balance born thither	913	00	08

The Leidger of the Dye-houſe Partable Account.

		l.	s.	d.
	Dye-houſe or Loſs Dr.			
	To Wares for ſundry Commodities ſpent, *viz.* in a Year ending the 29 *December*, 1665.			
	To Coals for 40 Chaulder — 40 00 00			
	To Argal for 72*C* — 108 00 00			
	To Allom for 2 Tuns — 50 00 00			
	To Brazil Wood for 1 Tun — 28 00 00			
	To Coucheaneel for 40l as 30s — 60 00 00			
	To the ſaid for 15l at 28s — 21 00 00	795	04	00
	To Fuſtick for 18*C* at 6s 8d — 6 00 00			
	To Coppras for 3 h' h' — 8 00 00			
	To Mather for 68*C* Crop at 4l — 272 00 00			
	To Shumack for 10 Baggs — 56 08 00			
	To Iſland Woad for 3 Tuns — 45 00 00			
	To Spaniſh Indico for 3 Cask — 100 16 00			
	To Stock of *Adam Barker* for a Years Rent	100	00	00
	To *John Garthwait* for an Abatement		13	04
	To Caſh for the Total of ſundry Diſburſements in the outward Column	664	12	03
R	To the Stocks of the Partners for the Dividend, being the neat gains of one Years Trade	497	10	09
		2058	00	04
	Account of Balance Dr. ſhewing where the Eſtate is.			
	To Goods remaining for their value	913	00	08
	To Caſh	449	10	01
	To *Jericho Cudworth* owing by him	180	00	00
		1542	10	09
	To proceed in new Books let the Debitor and Creditor ſide of Balance change places, be tranſcribed and Poſted thus, viz.			
	Account of Balance Dr.			
	To Stock of *Adam Barker*	500	00	00
	To Stock of *Charles Doble*	500	00	00
	To Stock of *Edward Frankling*	500	00	00
		1500	00	00

	l.	s.	d.
Per Contra Dye-house or Profit Cr.			
By Argal for the neat gains	1	09	00
By Coucheaneel for the said	4	00	00
By Mather gained thereby	3	08	00
By Bayes for the like	100	00	00
By Goods remaining for divers loose Goods left that are charged to Account in the Disbursements *per Contra*	10	00	00
By *John Garthwait* for Earnings	1406	13	04
By *Jericho Cudworth* for the said	532	10	00
	2058	00	04

	l.	s.	d.
Balance *per Contra* Cr. shewing to whom due.			
By *Adam Barker* due to his Stock	915	16	11
By *Charles Doble* for the said	510	16	11
By *Edward Frankling* for the like	515	16	11
By this Account to leave each man 500l in Stock, there must be more divided in Cash 42l 10s 9d *viz.*	1942	10	09
To *Adam Barker* — l. 15 — s. 16 — d. 11			
To *Charles Doble* — 10 — 16 — 11			
To *Edward Frankling* — 15 — 16 — 11			
42 — 10 — 09			

	l.	s.	d.
Accompt of Balance Cr.			
By Wares remaining post the Particulars	913	00	08
By Cash remaining	406	19	04
By *Jericho Cudworth* owing by him	180	00	08
	1500	00	00

A Controverſal Account,

PARTABLE

Between Three Merchants,

In an ADVENTURE for the

Streights or Levant.

		l.	s.	d.
1674. *April.*	*Three Merchants enter into a Copartnerſhip, to Lade a Cargazoon of Goods, on the Ship* Neptune, *bound for* Smyrna *in the* Streights, *to divide Profit and Loſs, Proportionable to their Stocks.*			
	Firſt the ſaid Company Buy of *Simon Segerſtone* Clothier, a parcel of Broad Cloaths, *viz.*			
	20 *York-ſhire* Gall Blacks at 10^{l} *per* p^{s} q^{t} 28 Yards each	200	00	00
	10 *Weſtern* Reds q^{t} 30 Yards each at 10^{l} *per* piece	300	00	00
	10 *Suffolk* Violets q^{t} 28 Yards each at 17^{l} *per* p^{s}	170	00	00
	3 *Weſtern* Greens q^{t} 38 Yards each at 10^{l} *per* piece	30	00	00
		700	00	00
	The Company having engaged equally for the Payment thereof, he is to forbear the Value, till the Ships return, within 8 Months more or leſs, and then to take out the Value in Cotton Wool, at the price Currant, in the Interim, to be allowed Intereſt at 6 *per Centum per Annum*; Wherefore this Adventure is in equal thirds, but the following Stocks are Proportionally Partable.			
	John Speed is to furniſh his Stock in Bayes and he bringeth in			
	20 pieces of *Coxhall* q^{t} 1400 Yards at 2^{s} 6^{d}	175	00	00
	20 pieces of Bockin double Bayes q^{t} 1000 Yards made two Bales, at 4^{l} *per* piece	80	00	00
	80 pieces of *Mancheſter* of 46 Yards in a piece at 4^{l} made 5 Bales	320	00	00
	He paid Package and Charges of the ſaid 11 Bales	7	00	00
	And paid to *John Collins* one of the Adventurers to Disburſe in Cuſtoms	18	00	00
		600	00	00
	Moreover there is due to *John Hethergood* Dyer, for Dying the ſaid 120 pieces of Bayes at 15^{s} *per* p^{s} one with another *x*C^{l} which according to cuſtom, he truſts the Company with till the end of the Year	90		
	Henry Marvail, another of the Adventurers, furniſheth his Stock in Searges and Perpetuanos, *viz.*			
	100 p^{s} of *Colcheſter* Searges qt 2200 Yards at 5^{s} *per* Yard	540	00	00
	The Dying and Sealing at 4^{s} *per* piece	20	00	00
	Package into 5 Bales with Carriage	1	10	00
	40 pieces of Perpetuano's Yard Broad at 3^{l} *per* piece	120	00	00
	Package into two Bales and Charges	3	00	00
	20 Pieces Weſt Country narorw Perpetuano's in one Bale, at 2^{l}	40	00	00
	Package, Setting, Preſſing, and Caldaring	3	10	00
	Dying of theſe 60 pieces at 4^{s}	12	00	00
		740	00	00

	l.	s.	d.
John Collins furniſheth his Stock in Kerſies, *viz.*			
200 Narrow *York-ſhire* Whites qr 3600 Yards at 1l 15s *per* ps	350	00	00
100 *Newbery* Whites qr 2400 Yards at 4s	480	00	00
20 Sorting *Hampſhires* qr 560 Yards at 3s 6d	98	00	00
Package in 12 Bales with Wrappers	6	00	00
Paid Cuſtom outwards, *viz.*			
Of 320 pieces of Kerſies	18	03	04
Of 120 pieces of Bayes	13	00	00
Of 100 pieces of Searges	4	01	03
Of 60 pieces of Perpetuanos	2	04	00
Paid for Tillets, Canvas, Tape, Buckram, Rope, and Package of 3 Bales of Broad Cloaths	2	16	00
More for Cuſtoms, Charges, Sealing, and Ware-houſe-room	11	10	00
Diſburſed for a Feaſt at the Ships ſetting out	5	00	00

December the Firſt

The Ship being returned and arrived, *Henry Marvail*, one of the Adventurers, agreeth with the reſt to allow them 12 *per Centum* Profit of all the Monies inveſted into Mohair Yarn, and to take that Commodity upon his own Account at 5s the Doller or ℔.

December the Second.

John Collins, one of the Adventurers, at the requeſt of the reſt, is to Diſburſe Money for taking up the Returns, and accordingly, did ſo, and gives in the following Account of Sales, &c.

For the Cuſtom of 60 Bags of Galls	15	08	06
Freight and Charges	32	00	00
For the Cuſtom of 1600 Bags of Cotton Wool	125	00	00
Freight at ℔ 1¼ *per* Bag at 5s *per* ℔	600	00	00
Cranage Charges and Ware-houſe-room	9	12	00
For Cuſtom, Freight, and Charges of 6 Bales of Chamlets	128	00	00
More due to the Farmers of the Cuſtoms for the Additional Impoſt of the Chamlets	64	00	00

December 10th

Sold to *Simon Segerſtone* Clothier, 600 Bags of Cotton Wool weight groſs 425C *netto* tare 4 *per centum* abated 409-3-8 the 8l allowed or abated at 3l *per centum* 1229 05 00

Being Delivered in payment for Cloth formerly bought, for which he is to be allowed 8 Months Intereſt at 6 *per centum*, and the Balance or Surplus due from him, is to be taken out in Broad Cloths for the next Adventure, which he hath in readineſs, and wherein the Adventurers will run an equal hazard.

	l.	s.	d.
December 11th			
Sold *John Hethergood* Dyer, 27 Baggs of Galls neat tare 7l *per* Bagg deducted 77C at 2l 10s *per Cent.*	192	10	00
And two of the Adventurers, *viz. John Collins* and *John Speed* have bought the remaining 33 Bags of the Company neat 93C 2qrs 12l at 2l 10s *per cent.* to Ship off in halves for *Dantzick*	234	00	00
December 12th			
Sold *Abraham Bennett* Merchant 400 Bags of Cotton Wool neat 273C at 2l 18s *per Cent.*	791	14	00
Towards the which he pays in hand	291	14	00
The reſt payable within one Month			
Ditto 14th			
Sold *John Saunders* 600 Bags of Cotton Wool neat 410C at 3l.	1230	00	00
In lieu whereof he is to deliver the Company Mancheſter Cottons and Fuſtians at the price agreed upon, and afterwards mentioned.			
Ditto 16th			
Received into the Ware-houſe from *John Saunders*			
300 ps of Mancheſter Fuſtians qt 38 Yards each at 36s	540	00	00
130 ps of Lancaſhire Millains at 2l	260	00	00
12 Drumfats for Package valued at	12	00	00
Ditto then alſo received			
80 ps of Northern or Kendal Cottons for Wrappers at 20 Yards each at 6d a Yard	40	00	00
50 Mancheſter Rowles at 40 Yards a piece is 2000 Yards, at 3s 6d	350	00	00
Dreſſing 6s and Dying 9s a piece in Colours to be allowed him is	37	10	00
Ditto			
Sold to *Philip Clarke* 4 Bales of Chamlets qt 120 ps by meaſure 2400 Yards at 6s	720	00	00
For the which he pays in hand to *John Collins*	400	00	00
The remainer to ſtand out 4 Months.			
The remainer of the Chamlets being 40 ps the Adventurers have equally ſhared and valued at	240	00	00
January 20			
Abraham Bennett having by reaſon of his Debts betook himſelf to the *Fleet*, the Adventurers Compound his Debt for 10s in the Pound, and the Compoſition being 250l was paid to *John Collins*	250	00	00

	l.	s.	d.
January 25th 1664.			
The Adventurers met, and *Henry Marvaile*, one of them, being unwilling to Adventure in the Cottons and Fuſtians; *John Collins* and *John Speed* have taken them upon their own Accounts at the firſt Coſts for a Partable Voyage in halves for *Spain*.			
And then the Adventurers agreed to give the Captain of the Ship the Balance in his hands.			
And to allow *John Collins* for Diſburſing the Cuſtoms, and for Warehouſe-room of the Returns	20	00	00
And deſire him againſt the next meeting to give in the Account Stated, and agree to allow for Book-keeping	20	00	00
The Foreign Dollers or ℔ of 8 to be rated at 5s each.			

Advertiſement.

	l.	s.	d.
After the Factors Foreign Account follows the *Leidger* of this Queſtion brought to a *Balance* required, in the performance whereof, the difficulty that hapned was about the Profit of the Returns of Cloth, which ſeems equitably Divided, when the whole Profit of the Returns, *viz.*	875	18	10
Bears ſuch Proportion thereto, *viz.*	214	04	06
As the ſum adventured in Returns	3759	04	02
Doth to the Produce of the Cloth	991	18	09
But before this Diſtribution could be made, it was neceſſary to Divide the 35l Loſs, allowed for Accomptant-ſhip, and given the Captain (which concerns the whole) in ſuch Proportion as the Coſts of the whole Adventure outward, *viz.*	4213	11	03
Doth to the whole Adventure homewards	3759	04	02
And thus there will ariſe to be applyed to the Account of Loſs outwards	18	09	11
And the remainer homewards	16	10	01
Now how much of this outward Loſs, *viz.*	18	09	11
Was to be applyed to Cloth, *viz.*	3	05	02
Was found by the Proportion of the firſt Coſts of the whole Adventure outwards	4213	11	03
To the firſt Coſts of the Cloth	742	06	00
Laſtly, the Partable Profit on the whole, *viz.*	957	16	09
is divided in ſuch Proportion as the Stocks that the Adventurers had lying in Diſburſo, during the term of the Voyage.			

	Broad Cloths 3 Bales q^t 43 Pieces	**Dr.**	℔	*a.*
	To Caſh paid Freight at ℔ 10 *per* Bale	℔	30	00
	To *ditto* paid Cuſtom and Port Charges	℔	130	00
	To Proviſions at ℔ 2 *per centum*	℔	84	20
R	To Account Currant for the neat proceed	℔	3967	60
		℔	4212	00
	Bayes 11 Bales q^t 120 Pieces	**Dr.**		
	To Caſh paid Freight at ℔ 7 *per* Bale	℔	77	00
	To Cuſtom and Port Duties, Warehouſe, and Charges	℔	140	00
	To Proviſions of Sales at ℔ 2 *per centum*	℔	64	00
R	To Account Currant for the neat proceed	℔	2919	00
			3200	00
	Searges 5 Bales q^t 100 p^s			
	To Freight at ℔ 7 *per* Bale	℔	35	00
	To Caſh paid Cuſtom and Charges	℔	120	00
	To Proviſions at ℔ 2 *per Centum*	℔	111	27
R	To Account Currant for the neat proceed	℔	3401	13
			3667	40
	Perpetuanos 3 Bales q^t 60 Pieces	**Dr**		
	To Freight	℔	24	00
	To Caſh paid Cuſtom and Port Charges	℔	35	00
	To Proviſions of Sale	℔	18	00
R	To Account Currant for the neat proceed	℔	823	00
			900	00
	Kerſies 12 Bales q^t 330 pieces	**Dr.**		
	To Caſh paid Freight at ℔ 8 *per* Bale	℔	96	00
	To *ditto* for Cuſtoms and Port Charges	℔	176	00
	To Proviſions of Sale at ℔ 2 *per centum*	℔	88	00
R	To Account Currant for the neat proceed	℔	4040	00
			4400	00
	Galls	**Dr.**		
	To Caſh paid for 60 double Bags w^t 150 Quintars at ℔ 4 *per* Quintar	℔	600	00
	To Caſh paid Cuſtom and Charges	℔	25	00
	To Proviſions at ℔ *per centum*	℔	12	40
			637	40
	Cotton Wools	**Dr.**		
	To Caſh paid for 1600 Bags w^t 1200 Quintars at ℔ 6	℔	7200	00
	To Port Charges and Cuſtoms	℔	280	00
	To Proviſions at ℔ 2 *per centum*	℔	149	48
			7629	48
	Chamlets	**Dr.**		
	To Caſh paid for 160 pieces q^t 4200 *Picos* at ℔ ½	℔	2100	00
	To the ſaid for Cuſtom Charges, and Package in 6 Bales	℔	84	00
	To Proviſions ℔ 2 *per centum*	℔	43	54
			2227	54

	Broad Cloaths	Cr.	℔	*a*
	By Caſh for 3 Weſtern Greens made 152 *Picos* at ℔ 2½ *per Pico* ℔ ——	℔	380	00
	By *Ditto* for 10 Weſtern Reds and 20 York-ſhire Blacks made 780 *Picos* at ℔ 3 *per Pico* ——	℔	2340	00
	By *ditto* for 10 Suffolk Violets made 373 *Picos* at ℔ 4 ——	℔	1492	00
		℔	4212	00
	Bayes	Cr.		
	By 20 p^{s} of Bockin and 80 p^{s} of Mancheſter ſold at ℔ 30 ——		3000	00
	By 20 p^{s} *Coxhall* at ℔ 60 *per* piece ——	℔	1200	00
			4200	00
	Searges	Cr.		
	By Caſh received for 100 p^{s} q^{t} 2934 *Picos* at ℔ 1¼ *per Pico* ——	℔	3667	40
	Perpetuano's	Cr.		
	By Caſh received for 60 p^{s} ſold at ℔ 15 *per* p^{s} ——	℔	900	00
	Kerſies	Cr.		
	By Caſh received for 20 Sorting *Hampſhires* at ℔ 35 each ——	℔	700	00
	By the ſaid for 200 narrow *Yorkſhire* Whites at ℔ 12 ——	℔	2400	00
	By the ſaid for 100 *Newberry* Whites at ℔ 13 ——	℔	1300	00
			4400	00
R	Galls	Cr.		
	By Account Currant for the firſt Coſts ——	℔	637	40
R	By Account currant for the firſt Coſts ——	℔	7629	48
R	Chamlets	Cr.		
	By Account Currant for the firſt Coſts born thither ——	℔	2227	54

Mohair Yarn Dr.			
To Caſh paid for 14 Bales pack'd in Felts wt 50 Quintars at ℔ 60 *per* Quintar	℔	3000	00
To *ditto* for 10 Fangots without Felts wt 21 Quintars at ℔ 61 *per* Quintar	℔	1281	00
To Cuſtom and Port Charges, *&c.*	℔	172	00
To Proviſions at ℔ 2 *per centum*	℔	89	05
		4542	05

The Account Currant of the Adventurers Dr.			
To Galls for the firſt Coſt of 60 Bags	℔	637	40
To Cotton Wools for the firſt coſts of 1600 Bags	℔	7629	48
To Chamlets for the firſt coſts of 160 ps	℔	2227	54
To Mohair Yarn for the coſts of 14 Bales 10 Fangots	℔	4542	05
To Caſh paid the Captain for the Comp. Primage	℔	54	06
To the ſaid paid him the Balance due	℔	60	00
Smyrna the 20th *September*, 1664. *Thomas Chillingworth.*		15150	73

1664. *April.*	Broad Cloaths in equal Adventure Dr.		l.	s.	d.
	To *Simon Segerſtone* for 43 ps coſt		700	00	00
	To the ſaid for 8 Months Intereſt		28	00	00
	To Stock of *John Collins* Diſburſed for Package, *&c.*		2	16	00
	To the ſaid for Cuſtoms, Charges, Sealing, and Ware-houſe-room		11	10	00
	To Profit partable for a proportion of 35l allowed for Accomptantſhip, *&c.*		3	05	02
R	To the Stocks of the Adventurers for their equal Dividend		460	12	01
			1206	03	03

Stock of *John Speed* Dr.				
To Cottons for his moiety of 80 ps and 50 Rowles } at firſt coſts.		213	15	00
To Fuſtians for his moiety of 430 ps }		406	00	00
To Chamlets for his $\frac{1}{3}$ of 40 ps divided		80	00	00
To *Simon Segerſtone* for the $\frac{1}{3}$ of his Balance to be employed in the next Adventure in Broad Cloths		167	01	08
To Balance due to compleat the Provenue of his Stock		135	03	11
		1002	00	07

1664. *Decemb.* 11	*John Hethergood* Dyer Dr.				
	To Galls for 27 Bags neat 77C ſold him at 2l 10s		192	10	00

Per Contra Mohair Yarn Cr.

		℔	a.
By the Account Currant of the Adventurers for the firſt Coſts born thither	℔	4542	05

Per Contra the Account Currant of the Adventurers Cr.

By Broad Cloaths for the neat proceed of 43 p^{s}	℔	3967	60
By Bayes for the neat proceed of 120 p^{s}	℔	2919	00
By Searges for the proceed of 100 p^{s}	℔	3401	13
By Perpetuano's for the proceed of 60 p^{s}	℔	823	00
By Kerſies for the proceed of 320 p^{s}	℔	4040	00
		15150	73

Per contra Broad Cloaths Equipartable Cr.

		l.	ſ.	d.
1664. *Sept.* 20 By *Thomas Chillingworth* Factor at *Smyrna* for the neat proceed of 43 pieces there ſold		991	18	09
By Profit and Loſs Partable for the Profit of the returns by Cloth		214	04	06
		1206	03	03

Stock of *John Speed*

1664. *April* By Bayes for 120 p^{s} in a partable Adventure for *Smyrna* coſt		582	00	00
By Stock of *John Collins* for Monies paid him towards Cuſtoms		18	00	00
By Broad Cloths for his $\frac{1}{7}$ of the gains thereby		153	10	08
By Profit partable for his Proportion of the Gains		248	09	11
		1002	00	07

John Hethergood Dyer Cr.

1664. *April* By Bayes in Voyage to *Smyrna* for Dying 120 p^{s}		90	00	00
By Kerſies in *Ditto* Voyage for Dying 320 p^{s}		96	00	00
Januar. By Balance owing		6	10	00
		192	10	00

			l.	s.	d.
1664.		Stock of *Henry Marvail* Dr.			
Decemb.	1	To Mohair Yarn for the firſt Coſts of the whole Parcel	1135	10	04
	—	To profit Partable for the 12 *per centum* gains	136	04	07
	10	To *Simon Segerſtone* for $\frac{1}{3}$ of his Balance to be adventured in Broad-cloths	167	01	08
	11	To Galls for the Moiety of 30 Bags to be adventured to *Dantzick*	117	00	00
	16	To Chamlets for the $\frac{1}{3}$ of the value of 40 p^{s} divided	80	00	00
			1635	16	17
1664.		Stock of *John Collins* Dr.			
April		To Stock of *John Speed* for Caſh received towards payment of Cuſtoms—	18	00	00
		John Collins			
Decemb.	10	To *Simon Segerſtone* for the $\frac{1}{3}$ of his Balance to be laid out in Broad-Cloaths for the next adventure	167	01	08
	11	To Galls for his Moiety of 33 Bags bought of the company to Ship off for *Dantzick*	117	00	00
	12	To *Abraham Bennet* for Caſh received in part of Cotton Wool	291	14	00
	16	To *Philip Clarke* for Caſh received in part of Chamlets	400	00	00
	—	To Chamlets for $\frac{1}{3}$ of the value of 40 p^{s} divided	80	00	00
Januar.	20	To *Abraham Bennet* received upon Compoſition for his Debt	250	00	00
	25	To Cottons for the Moiety of the firſt Coſts of 80 p^{s} and 50 rowles to Ship for *Spain*	213	15	00
	—	To Fuſtians for the Moiety of the Coſts of 430 pieces	406	00	00
	R	To Balance due to himſelf upon this Account	553	12	05
			2497	03	01
1664.		*Simon Segerſtone* Clothier Dr.			
Decemb.	10	To Cotton Wools for 600 Bags *netto* 409*C*—3q^{rs} at 3^{l} *per Cent.*	1229	05	00
1664.		Bayes Partable in Voyage to *Smyrna* Dr.			
April	—	To ſtock of *John Speed* for 120 p^{s} Coſt with Charges	582	00	00
		To *John Hethergood* Dyer for Dying the ſame	90	00	00
		To Stock of *John Collins* diſburſed for Cuſtoms outwards	43	00	00
		To Profit Partable for the neat gains	14	15	00
			729	15	00

1664.		Stock of *Henry Marvail* Cr.	l.	s.	d.
April.		By Searges for 100 p^{s} Colcheſter in a partable Adventure to *Smirna*	561	10	00
		By perpetuanos in *Ditto* Voyage for 60 p^{s} coſt	178	10	00
		By Broad Cloaths for $\frac{1}{3}$ of their neat gains	153	10	$8\frac{1}{2}$
		By profit partable for his Proportion thereof	306	09	$6\frac{1}{2}$
		By Balance owing by *Henry Marvail*	435	16	04
			1635	16	07
1664.		Stock of *John Collins* Cr.			
April.		By Kerſies for 320 p^{s} in a partable Adventure to *Smirna* the firſt coſts with Package, are as *per* particulars	934	00	00
		By the ſaid for Cuſtoms outward	18	03	04
		By Bayes in *ditto* Voyage for Cuſtoms of 120 p^{s}	13	00	00
		By Searges partable for Cuſtoms of 100 p^{s}	4	01	03
		By Perpetuanos partable for Cuſtoms of 60 p^{s}	2	04	00
		By Broad Cloaths for Package of 3 Bales	2	16	00
		By the ſaid for Charges, Cuſtoms, Sealing and Warehouſe	11	10	00
		By Loſs partable diſburſed for a Feaſt at the Ships ſetting out	05	00	00
		John Collins Cr.			
Decemb.	2	By Galls for Cuſtoms inwards diſburſed	15	08	06
		By the ſaid for Freight	32	00	00
		By Cotton Wool for the Cuſtoms	125	00	00
		By the ſaid for Freight	600	00	00
		By *ditto* for other Charges	9	12	00
		By Turky Chamlets for the Cuſtoms	128	00	00
		By Loſs partable allowed for diſburſing the Cuſtoms	20	00	00
		By the ſaid allowed for Stating the Account	20	00	00
		By Broad Cloaths for $\frac{1}{3}$ of the gains thereby	153	10	$8\frac{1}{2}$
		By Profit partable for his Proportion of that Dividend	402	17	$3\frac{1}{2}$
			2497	03	01
1664.		*Simon Segerſtone* Cr.			
April		By Broad Cloaths for 43 p^{s} ſold the Company as *per* particulars	700	00	00
Decemb.	10	By the ſaid for 8 Months Intereſt thereof	28	00	00
Januar.	25	By Balance carried to the Stocks of the Adventurers each $\frac{1}{3}$ to be made Good in Cloath for another Adventure	501	05	00
			1229	05	00
1664.		Bayes Cr.			
Sept.	20	By *Thomas Chillingworth* Factor at *Smirna* for their neat proceed as *per* Account ℔ 2919-00	729	15	00

1664.		Serges Tripartite in Voyage to *Smyrna* Dr.		l.	s.	d.
April.	—	To Stock of *Henry Marvail* for 100 p^{s} of *Colcheſters* coſt		561	10	00
	—	To Stock of *John Collins* diſburſed for Cuſtoms outwards		4	01	03
	R	To Profit Partable for the neat gains		284	14	06
				850	05	09
1664.		Perpetuanos Partable in *ditto* Voyage Dr.				
April.	—	To Stock of *Henry Marvail* for the Coſts of 60 pieces		178	10	00
	—	To Stock of *John Collins* diſburſed for Cuſtoms outwards		2	04	00
	—	To Profit Partable for the neat gains		25	01	00
				205	15	00
1664.		Kerſies Partable in Voyage to *Smyrna* Dr.				
April.	—	To Stock of *John Collins* for 320 p^{s} coſt with Package		934	00	00
	—	To *John Hethergood* for Dying		96	00	00
	R	To Stock of *John Collins* diſburſed for Cuſtoms outwards		18	03	04
				1048	03	04

1664.		*Thomas Chillingworth* Factor at *Smyrna*	Dr.	$	a.			
Sept.	20	To Broad Cloaths	43 Cloaths	$	3967	60	991	18 09
	—	To Bayes	120 p^{s}	$	2919	00	729	15 00
	—	To Searges	for the neat proceed of 100 p^{s}	$	3401	13	850	05 09
	—	To Perpetuanos	60 p^{s}	$	823	00	205	15 00
	—	To Kerſies	320 p^{s}	$	4040	00	1010	00 00
					15150	73	3787	14 06
1664.		Galls Partable Dr.						
Sept.	20	To *Thomas Chillingworth* for the firſt Coſts of 60 Bags at *Smyrna*					159	07 06
Decemb.	2	To *John Collins* diſburſed for Cuſtoms					15	08 06
	—	To the ſaid diſburſed for Freight and Charges					32	00 00
	R	To Profit Partable for the neat gains					219	14 00
							426	10 00
1664.		Cotton Wool 1600 Bags Partable Dr.						
Sept.	20	To *Thomas Chillingworth* for the firſt Coſts at *Smyrna*					1907	00 00
Decemb.	2	To *John Collins* for the Cuſtoms by him diſburſed					125	00 00
	—	To the ſaid for Freight and other Charges					609	12 00
Januar.	20	To *Abraham Bennet* for the Moiety of his debt loſt by Compoſition					250	00 00
	R	To Profit Partable for the neat gains					358	19 00
							3250	19 00
1664		Chamlets 160 Pieces Partable Dr.						
Sept.	20	To *Thomas Chillingworth* for the firſt Coſts as *per* Account					556	18 04
Decemb.	2	To *John Collins* for the Cuſtoms and Charges diſburſed					128	00 00
	—	To the Farmers of the Cuſtoms for the Additional Impoſt due					64	00 00
	R	To Profit Partable for the neat gains					211	01 08
							960	00 00

Searges Cr.

			l.	s.	d.
1664. *Sept.*	20	By *Thomas Chillingworth* for the neat proceed of 100 ps.	850	05	09

Perpetuano's Cr.

1664. *Sept.*		By *Thomas Chillingworth* for the neat proceed of 60 ps	205	15	00

Kerſies partable Cr.

1664. *Sept.*	20	By *Thomas Chillingworth* for the neat proceed of 320 ps	1010	00	00
Januar.	R	By Loſs partable for the Balance loſt on this Commodity	38	03	04
			1048	03	04

Thomas Chillingworth Cr.

1664. *Sept.*	20	By Galls	for the firſt Coſts of	60 Bags	℔	637	40	159 07 06
--		By Cotton Wool		1600 Bags	℔	7629	48	1907 08 00
—		By Mohair Yarn		14 Bales 10 Fangots	℔	4542	05	1135 10 04
—		By Chamlets		160 pieces	℔	2227	54	556 18 04
—		By Loſs partable for the Ships Comp. Primage and Averidge			℔	54	06	13 10 04
Januar.	25	By *Ditto* for the Balance paid the Capt and by the Adventurers given him			℔	60	00	15 00 00
						15150	73	3787 14 06

Galls Cr.

1664. *Decemb.*	11	By *John Hethergood* Dyer for 27 Bags *netto* 77C ſold him at 2l 10s	192	10	00
	11	By *John Collins* for his Moiety of 33 Baggs Shipt in Partnerſhip for *Dantzick* as *per* Waſt-book	117	00	00
ditto	—	By Stock of *John Speed* for his Moiety thereof	117	00	00
			426	10	00

Cotton Wool Cr.

1664. *Decemb.*	10	By *Simon Segerſtone* Clothier for 600 Bags *netto* 409C 39rs ſold him at 3l *per Centum*	1229	05	00
	12	By *Abraham Bennet* for 400 Bags *netto* 273C ſold him at 2l-18s *per cent.*	791	14	00
	14	By *John Saunders* for 600 Bags ſold him *netto* 410C at 3l in barter	1230	00	00
			3250	19	00

Chamlets Cr.

1664. *Decemb.*	16	By *Philip Clarke* Mercer for 4 Bales of 120 Pieces by meaſure 2400 Yards Sold him at 6s *per* Yard	720	00	00
	—	By the Stocks of the three Adventurers for 40 pieces equally Shared by meaſure, and value at	240	00	00
			960	00	00

			l.	s.	d.
		Mohair Yarn Dr **Fourteen Bales in Felts.** **Ten Fangots without Felts.**			
1664. *Sept.*	20	To *Thomas Chillingworth* for the firſt Coſts	1135	10	04
	R	To Profit partable for the neat gains	136	04	07
			1271	14	11
1664 *Januar.*	25	**Farmers of the Cuſtoms** Dr To Balance ſtanding out due to them	64	00	00
1664. *Decemb*	12	*Abraham Bennett* Dr. To Cotton Wool for 400 Bags *netto* 273C ſold him at 2l 18s *per Cent.*	791	14	00
1664. *Decemb*	14	*John Saunders* Clothier Dr. To Cotton Wool for 600 Baggs *netto* 410C ſold him in Barter at 3l *per cent.*	1230	00	00
	R	To Balance due to him	09	10	00
			1239	10	00
1663. *Decemb*	16	**Cottons** Dr. To *John Saunders* for 80 ps of Northern or Kendal Cottons for Wrappers at 20 Yards —— each at 6d *per* Yard	40	00	00
	—	To the ſaid for —— 50 Mancheſter Rowles qt 40 Yards each is 2000 Yards at 3s 6d	350	00	00
	—	To the ſaid for Dreſſing and Dying at 15s a ps in Colours	37	10	00
			427	10	00
1664. *Decemb*	16	**Fuſtians** Dr. To *John Saunders* for 300 ps of Mancheſters containing 38 Yards each, at 36s *per* peece	540	00	00
	—	To the ſaid for 130 peeces of Lancaſhire Millains at 2l	260	00	00
	—	To the ſaid for 12 Drumfats for Package	12	00	00
			812	00	00

			l.	s.	d.
		Mohair Yarn Cr.			
1664. *Decem.*	1	By Stock of *Henry Marvail* for his Contract for them	1135	10	04
—	—	By the ſaid for the 12 *per Centum* Profit agreed	136	04	07
			1271	14	11
		Farmers of the Cuſtoms Cr.			
1664. *Decem.*	2	By Chamlets for the Additional Impoſt of 160 pieces neat 640l at 2l *per* pound value at 1s *per* pound	64	00	00
		Abraham Bennet Cr.			
1664. *Decem.*	12	By *John Collins* for Caſh paid in part	291	14	00
Jannary	20	By the ſaid for the Moiety of the Debt upon Compoſition	250	00	00
—	—	By Cotton Wool for the other Moiety loſt	250	00	00
			791	14	00
		John Saunders Cr.			
1664. *Decem.*	16	By Cottons received in Barter as in *ditto* Account	427	10	00
—	—	By Fuſtians ſo received	812	00	00
			1239	10	00
		Cottons Cr.			
1664. *January*	25	By *John Collins* for the Moiety of their coſts *per Contra*, being by him intended for *Spain* in another Partnerſhip	213	15	00
—	—	By Stock of *John Speed* for the other Moiety	213	15	00
			427	10	00
		Fuſtians Cr.			
1664. *January*	25	By *John Collins* for one Moiety for his Adventure to *Spain*	406	00	00
—	—	By Stock of *John Speed* for the other Moiety	406	00	00
			812	00	00

			l.	s.	d.
1664.		*Philip Clark* Mercer Dr.			
Decemb.	16	To Chamlets for 120 ps in 4 Bales qs 2400 Yards sold him at 6s *per* Yard	720	00	00
1664.		Losses Partable outwards Dr.			
April.		To Stock of *John Collins* disbursed at a Feast	5	00	00
Sept.	20	To Kersies for the Balance lost by that Commodity	38	03	04
		To the Proportional part of 20l for Accomptantship and of 15l gratuity given the Captain to be placed here	18	09	11
		Losses homewards Dr.			
		To the remainer of the said 35l placed here	16	10	01
		To *Thomas Chillingworth* for the Primage, &c. of Goods homeward paid to the Ships Comp.	13	10	04
Januar.	25	To *John Collins* for Disbursing the Customs, &c.	20	00	00
		To Broad Cloaths for its Proportion of the Profits of the returns	214	04	06
	R	To Balance being the Proportional Dividend	957	16	09
			1283	14	11

Profit Partable Dr.

	l.	s.	d.
To Stock of *John Speed* for its Proportion	248	09	11
To Stock of *Henry Marvail* for its Proportion	306	09	6 1/2
To *John Collins* for his Proportion	402	17	3 1/2
	957	16	09

			l.	s.	d.
		Balance of the former Account Dr.			
Januar.	25	To *John Hethergood* Dyer owing by him	6	10	00
		To *Philip Clerke* Mercer, owing by him	320	00	00
		To Stock of *Henry Marvail*, owing by him	435	16	04
			762	06	04

			l.	s.	d.
1664.		*Philip Clark* Mercer Cr.			
Decem.	16	By *John Collins* for Caſh paid him in part	400	00	00
	R	By Account of Balance born thither	320	00	00
			720	00	00
	—				
1664.		Profits Partable outwards Cr.			
Septem.	20	By Bayes for the neat gains	44	15	00
	—	By Searges for the gains	284	14	06
	—	By Perpetuano's for the gains	25	01	00
	—	By Broad Cloths equipartable for part of the Accomptantſhip, and gratuity to be charged there	3	05	02
		Profits Partable homewards Cr.			
Januar.	—	By Galls for the neat gains	219	14	00
	—	By Cotton Wool for the gains of 1600 Bags	358	19	00
	—	By Chamlets for the gains of 160 pieces	211	01	08
	—	By Mohair Yarn for the neat gains on that Commodity	136	04	07
			1283	14	11
	—				
		Per Contra Account of Balance Cr. Shewing to whom the ſame is due.			
		By *John Saunders* due to him	9	10	00
		By the Farmers of the Cuſtoms due to them	64	00	00
		By Stock of *John Speed* due to it upon Balance	135	03	11
		By *John Collins* due to him upon Balance	553	12	05
			762	06	04

FINIS.

THis Book is ſo well Corrected, that there is not found above one penny Error in the ſums, and that in the Ship Queſtion: Punctations, if wanting, the Reader may ſupply.

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Digested into Two Parts.

The First whereof is called LITERA *A.*

Invented and Composed by *ABRAHAM LISET*, Gent.

LONDON,

Printed by *Miles Flesher*, for *Robert Horne* at the South entrance of the *Royal Exchange*, 1684.

The Accountants Clock

THE PREFACE TO The READER.

THE intrinſecal ſcope of any Maxime, Courteous and (therein) Learned Reader, hath either to purpoſe a benefit or a pleaſure, whereof generous Spirits in effect never will make any difference, but at a diſtance, in that they will get the true Benefit by the ſolid Pleaſure, and the infallible Pleaſure by the Benefit thereof. We uſe to ſupply the decay of corporal ſtrength by neceſſary Food and Nouriſhment. Our Spirit or Mind (within ſpeaking with us) cannot otherwiſe well be fed, but by ſolid Learning, yet never be ſatisfied; which is a ſtrange thing of the more than humane mind of Man, in that no man in this tranſitory condition will be found never ſo ingenious and learned who could not yet learn and comprehend much more. Our Mind is no circumfered veſſel, that could but contain a certain quantity; nay it is infinite, endleſs, unſearchable, all-capable, that in all things can find a period, ſave in it ſelf, and haply can be wearied out, but never be ſatisfied and repleniſhed with Learning and Knowledge ſo much as not to deſire to know and learn ſtill much more. Now if naturally all Men are deſirous of Knowledge, then the queſtion is, Why ſuch a deſire is not apparent and viſible with all men? Anſwer, In as much as an hungry Stomach hath no appetite for loathſome nor over-hot Meats, whereof it cannot partake, ſo likewiſe every man deſires to know, but not ever that which is neceſſary and requiſite for him, nor by the means he abhors and ſhuns: nay many men deſire for raw and unwholſom fruits when they ſtand more in need of Phyſick.

Some are of opinion that it is much better to learn but one thing artificially and fundamentally, than to keep our ſelves pel-mel upon many Sciences at once. But others there are that think themſelves to be expert of all things, and yet never deſire to learn ſo much perfectly as but a ſingle one. For the firſt opinion theſe Reaſons and Arguments here enſuing are alledged: Whereas Knowledge and Sciences being gifts of the Mind and treaſures of the Spirit, as alſo the felicity of Riches doth not conſiſt in the poſſeſſion, but lawfull uſe thereof, ſo likewiſe it is inſufficient to know much, but ſuch Knowledge indeed muſt be improved, which can be performed much better by ſuch a man that makes but one thing his conſtant ſtudy, than by another who learns much, but altogether imperfectly; thence it comes that a great confuſion is occaſioned in the Mind of Man as incapable to comprehend ſeveral things (no more than our eye properly can object but one thing) at once. If we conſider the ſhortneſs of our Life, and the many things we are to ſtudy, then we will ſee we have ſcarce time enough to learn but that one thing whereunto we are ordained by Nature. And from thence it is why that excellent Lord and Chancellour of England, Verulam, *was of Opinion that there ſhould be written a particular book of every Creature, as a book of Salt, a book of Sulphur, and another book of Coals,* &c. *For (ſaith he) in that we deſire to know all things, we do not know any thing perfectly; no more than the current of a River having ſeveral arms or irregular ways will run as ſwiftly as that which flows ſtreight forward and regularly. Many men if compelled againſt their own inclination unto any work of the Brain, (for that*

of

of the hands having another Nature) can perfect but little to purpoſe by all their Induſtry; and thence it is ſaid, that ſuch a one is born (as it were) for Poetry, and another for Painting, or Muſick, and the like. But foraſmuch as there never hath been any body indued by Nature with all gifts together and at once, ſo a man can be but fit for one thing, and if educated and inſtructed in the ſame from his minority, he may certainly attain to the higheſt pitch of perfection. But thoſe men who think to learn all together are moſt like unto a certain country Swain that endeavoured to pull the Horſes tail altogether off at once.

But thoſe who are of opinion that many things, if not perfectly, yet ſufficiently may be learned and comprehended altogether at one and the ſame time, do alledge theſe and the like Reaſons, viz. *That there is nothing in this world which hath not many uſes and benefits, and to find out which requires many ways trial; but what Science is there which is not united and knitted with many other Arts? therefore, ſay they, it is neceſſary that all ſhould be comprehended and brought together, according to art, in an orderly Method.*

The mind of man being a perpetual and conſtant fire that cannot be kept long by one Pill; it being an immortal Spirit that cannot be ſatisfied in this concave of fading vanity, but is ordained as it were to ſearch and apprehend the great miſteries of God and its own Nature; Who is it then that will reſiſt ſuch a power except he that doth not underſtand the ſame within himſelf? So likewiſe is the Term of Life not too ſhort, if it were not ſhortened by unprofitable work, and Death furthered by a diſorderly living. From whence is it that the innate deſire to know all things comes, if we muſt content our ſelves with but one thing; which yet not onely would be tedious, but alſo of little advantage and benefit to us, ſince there is no part which contains all the reſt, but they are divided diſtinctly and peculiarly according to their dimenſions? Conſidering the Knowledge of many Tongues, it firſt was given unto the Apoſtles for the propagation of the Word of God, and at this day ſtill is very neceſſary for all Divines. Why then ſhould it be ſaid, this man doth underſtand the Hebrew, *and therefore he cannot learn the* Syriack *or* Arabick *Tongue, another doth ſpeak* Latin, *and therefore he cannot learn* Italian *or* Spaniſh? *To the contrary, it will rather follow, that ſuch a man can attain to the knowledge of the reſt by ſo much the eaſier as he doth ſpeak or underſtand the Original: the like condition it hath with all other Parts.*

The deciding of this Queſtion conſiſts firſt in its proper Senſe, and then in the difference of mens Spirits. If by the word Part or Science be underſtood the original Knowledge of a thing, then it will rather be better to know all or much than but one thing; but if there be meant by it a foretaſte and learning in part onely, then it will be better to know but one thing ſingly, well and throughly, than many things poorly. For a ſhot into the mark is better than twenty at rovers; a Science leading unto truth is better than hundred others that lead off from truth. But how we are to ſhun all needleſs ſuperfluity, and to trace the next way unto all manners of learning, we will refer the Reader to its place.

But inaſmuch as the ſhapes and Geſtures of all men are differing one from another, ſo likewiſe are their Spirits. Some there are indeed who reſemble thoſe beauties that eaſily can win every heart to themſelves; and unto ſuch nothing ſeems impoſſible, but they are apt to learn all things which they undertake without any difficulty. Some are of a meaner ſort, which for the moſt part are more fit for the common uſe, they learn much by diligent Induſtry, but remain ever in their apprentiſhip, and never are contented with what they purchaſe. But ſome are altogether deformed Spirits, being ſcarce ſo apt to diſcern what ſerves for their livelyhood, and ſuch men (for the moſt part) muſt maintain themſelves by their handy-craft work and drudgery. The Scope alſo is conſiderable which ſome one or other man aims at, and whereunto his object is prefixed; that man that is addicted unto a certain principal Science, muſt beſtow his Induſtry much otherwiſe than he who ſtudies but for his pleaſure. 'Tis the ſaying of Plato, *that Nature (deſtining every man unto a certain thing) did beſtow unto ſome Men a Gold Mind, to ſome other Men an Argentine Mind, and to the reſt a mind of Iron; and it is well known that one Metall is not appliable nor fit inſtead of another, but each in its proper place: and in ſuch a skilfull uſe conſiſteth the felicity of Governments.*

And

And therefore seeing that the Lord of all Goodness did not impart unto every Country all sorts of Fruits and Commodities, nor unto every Man all sorts and manners of Spiritual gifts, it is most necessary to have an universal intercourse and correspondency both of Trade, Arts, Sciences, and all good things, for the general dealing in such pretious Commodities: but the enemies of Vertue ought not to be admitted thereunto. To which end the Authour of this Book did venture to appear upon the Stage and Publick Market-place with his first Summer-fruits, of a short Method and New way of Accounts, *for the manage and dealing of all the rest: withall confessing that the Excellency thereof consists not in its literal composure, but in the wise practice and use thereof; no more than a Harp (or some other musical Instrument) with its several and distinct strings, of it self will give any comfort, if it be not strained unto a pleasant and delightfull Harmony or tune by some skilfull Hands: yet for all that it may fitly be termed an Artificial and Exquisite Mirrour of other Mysteries, as it is of Divinity, Justice, Reason of State and natural Maximes. As for instance, whereas there immediately proceeds from the onely God, the Holy Trinity, producing Life, Light, Love and all Essential goodness, which furthermore appear in several powerfull operations, as it doth in Faith, Charity, Hope, Patience, Humility, Prayers, and all other Vertues; and so to the glory of God the Authour and the good of man perpetually are going about circular, as it were, for all Eternity: So likewise proceeds from the account of the Stock a Treble account of all Effects, Money and Gain; and from which furthermore rise and grow all the other accounts, Debtors and Creditors, as its consequent branches and boughs, still returning from Balance to Balance, unto the first Spring and Original thereof. And forasmuch as Faith without Charity in a manner is dead, so likewise will be the Estate without Gain, the one being revived and cherished by the other: whereas to the contrary it were altogether dead and unprofitable if gain were wanting; but being together they are as it were, one the body, and the other the soul and life thereof.*

Truth, Justice and Equity being represented, in that the least Fault, Error or Transgression will not be undiscovered or unremedied by the Balance, as an infallible Umpire and just Judge thereof.

Moreover concerning things Polemical and Private, it will shew with much ease and delight how we may not onely keep and preserve that which we have already in our possession, but also how it may fitly be augmented and improved. But that consists chiefly in the well-ordered application thereof; and especially if we observe these ensuing Rules, viz. *Devout Prayers, diligent Industry, a merry Mind, a Conscience void of offence, not to inquire after Strange things, not to believe our own Fancy, not to be offended at a merry Word in jest; to seek Honour among our likeness, to instruct the Ignorant, to learn of the Wise, to ask what we do not understand, to be courteous towards all Men; seeing it is an infallible Maxime, Who speaks well will be commended, who doth well will be done well unto, who strives after renown must behave himself gentle, who mislikes sincerity cannot be counted pious. As for example, if our Ability and Effects rightly be stated to account, then we may make use thereof even with profit and pleasure, either in our life-time or at our decease, both as a Mirrour, Inventory, Testament and Last will towards our Heirs and Successours. Besides that we may see from time to time how far the Talent which God hath trusted us with correspondeth with the improvement, how nigh the Gain doth balance the Loss, in which defects appear, and how any thing amiss may be remedied.* Item, *what course might be taken towards any advantageous design and occasion, with such like innumerable Consequences, which for brevities sake are left to the serious Consideration of the Ingenious Practicioner.*

As for the common and usual way of the so called Italian Book-keeping, *the Authour of this Book is not Ignorant: but seeing those Volumes which as yet are exstant in several languages are altogether very large and circumstantial, consisting commonly of 3, 6, 7, or more Books, as is Memorial or Waste-book, Cash-book, Book of Charges and Expences, Book of Bills of Exchange, Books of Accounts, Bills and Acquittances, Copy-book, Journal, Mensal, Annual and Lieger,* &c. *and in regard that hitherto no such Exact and short Method did arrive to his hand, he did presume, so as for the good of the Publick and the love to his*

Neighbour, to compose this short abridgment of a well-proportioned and ordered Principal-book or Lieger, containing as it were all the rest as aforesaid, with this confidence, that haply he may prove at least usefull and serviceable unto some that are capable thereof; desiring neither Vain-glory nor undeserved Blame for all his pain and industry, but rather hoping that the curious Practitioner will not be found negligent at any occasion to supply the imperfection of this work with his more perspicuous Ingeniosity, and where he shall see it necessary, to add such other accounts requisite thereunto as would beautifie the whole Structure so much the more. He for his part is very willing to be instructed by any ingenious man, not onely in this, but also in all other things, being assured that he did not at leastwise intend to offend any body, if not haply he hath made way for many others unto Vertue and Knowledge; accounting the singularity of this Work as an unmoveable Pillar on the High-ways, by which an unexpected Traveller may fare well, and another more expert one not be served at all. And moreover it can be possible that the like Work would be unfeasible unto many, who although they did not want sufficient Skill and Knowledge, yet had need of industry and opportunity requisite thereunto. A short Account without either pleasure or profit must needs be tedious; the Proportion of goodness is the thing aimed at, and not the Multiplicity of words. The love of a man towards his Country and Zeal unto all Liberal Sciences are commendable onely in their purity and naked sincerity. Part of Learning is a special gift of God imparted unto man, and is not prohibited by his Law, but by the Ordinances of Mahomet; *leading from evil unto good, mitigating the present infirmities, and governing the appetite. What* Socrates *said once of a Looking glass; that cannot improperly be applied to parts and learning; Yea if a man onely for his internal Intellects and not for his external Regard is to be counted a man, then respect is chiefly to be had unto its adornation and embellishment, and so the Proverb is verified,* Speak that I may see you. *That man onely is to be accounted Wise whose Knowledge is more for Profit than for an Outward shew: For it needs must be better to know yet something though needless, than to know nothing at all.*

Farthermore, it rests yet to say, that those men who are determined to publish any thing in print, are most like to those who are building on the publick streets, they must get the stones either from old buildings or out of a new Quarry: the first is not so difficult, and yet requires almost more industry than skill; but the other being more Cumbrous and Honourable. Of such a literal Fabrick we are first to calculate the whole Architecture, and then to begin at the lowest Foundation, and so raise it by little and little very artificially and curiously to the top; if otherwise we desire not to get more Blame than Fame by it, or to lose again the Renown which at first we did get by the work thereafter ensuing. Those Scoffers that pass by we must suffer to talk and judge their fill of it, with this assurance, that others again will judge very meanly of their Judgement.

There are so many books published that it seems almost difficult well to chuse of them: yet of those several sorts of Spirits of men many more are to be found that will differ in opinion and judgment; and therefore we ought not so much to look upon the Ingenious onely, neither upon the Unskilfull, nor upon the Niggards, nor upon the Lovers of Poesy, Painting, or of Musick, &c. but upon all together, as Pipes and Organs, conveying Knowledge unto our Capacity. I must confess we live in a skilfull time, wherein Circumspection is very necessary, and never will be immature as well in Writing as in Speaking. Certes, no sufficient Schools have been had as yet, in which upon all occasion we could have learned either so to order and temper our Speech and Silence, or to appropriate the Knowledge of all Sciences unto our selves. Ingenious men having even as well different affects, and the better opinion are sometimes in variance amongst themselves. One man cannot well fashion his things, another did not reade much; one wants Words, another lacks Discretion and Knowledge, a third needs will appropriate Parts and Eloquence altogether unto himself, desiring to be heard of every body, but himself will not hearken to any body; not considering that there is a time to speak, and another time to be silent, never a one in which all at once is to be spoken. It is of more than but a little concernment, that a man from his minority is addicted unto good books and company, to the end that pretious time might not be lost, which God had at first in such an Esteem, that he required the seventh part thereof as the Sabbath, whereas

of

of all other things he commanded but the tenth part to be given. Now inaſmuch as we are to ſhun and neglect bad and fooliſh Books, ſo likewiſe are we (as I conceive in my opinion) to flie and abhor the vitious and naughty ones, ſince Conſcience is not ſafe by the firſt, and by the ſecond our Mind cannot be ſatisfied. He who frequents lewd company muſt either be like unto them, or elſe be their Adverſary; nay, he muſt either viudicate their Vices and Malice, or not reſiſt their Ignorance. Many Contrarieties and Enmities there are hid in Nature (whoſe cauſes are not yet found out) but no greater Contrariety or Enmity can be had betwixt Vertue and Vice, Knowledge and Ignorance, than unprofitable Books and Exerciſes or Diſcourſes, for they rather will infect good manners, than good Books and ſolid Diſcourſes and Exerciſes will remedy ill manners; and albeit ſome few things there may be in a naughty Book which are haply not to be ſlighted, yet they ever will be either of an acetous or diſguſtfull taſte, moſt like unto thoſe wild fruits of an ingrafted Tree, which neither can be eaten by a dainty mouth, nor digeſted by a feeble Stomach.

Who now of the Readers do perſwade themſelves that the Authour of this Book ſeeks to purchaſe a laſting name, greatly deceive themſelves in their conceived opinion; for he ſufficiently did learn to diſtinguiſh the Vanity of ſuch purpoſe; and doth know very well, that in this Mortality nothing immortal can be had or gotten. Why then ſhould a man be ſo bold as to boaſt of that which is not his, ſeeing he received all, and eſpecially the gift of the Mind, originally of God, according to the known Scripture in James 1. 17. Every good gift and every perfect gift is from above, and cometh down from the Father of Lights. Eccleſiaſticus 1. 1. All wiſedom cometh of the Lord, and is with him for ever. *The vanity of ſuch Remembrance is in many mens opinion, and commonly in ſuch mens who know leaſt of all. But what is the Name of man elſe but a volatile ſound that flies away with the lightneſs of the Air? Why then ſhould ſuch a ſhadow of Vanity eclipſe the eye of our crazie mind? What would it avail to our ſoul (after its farewell taken from the World) if it could partake of the ſame Vain-glory or not? For neither can the grievous torment of Hell be mitigated or moderated, nor the Eternal Joy of Heaven be Augmented thereby. And yet nevertheleſs many men are thus drunk with ſuch deſire of Vain glory, that they not being ſenſible of their own Mind will be confounded at laſt. But much leſs is the Authour's deſign to get great Riches and Wealth by his undertaking, he being as it were his own Accomptant, and one that muſt purchaſe his pleaſure and profit with great pain and induſtry. That man that is not ignorant of the little eſteem which all Arts of Peace have had in theſe later times of War, will believe very eaſily that very little can be got, but more be loſt than gained by writing of Books. To conclude, the ſcope of this work is chiefly intended for the delightfull benefit of the ingenious Practitioner, in that ſuch things are propounded and ſtated which at his pleaſure he can practiſe and reform according to his occaſion and induſtry, unto whoſe cordial and continual affection we recommend our ſelves.*

But as for Momus *and thoſe Scurrillours that cenſure and blame all things, we ſhall give this Caveat, that Your Cenſure will be cenſured again by more Ingenuous men. You reſemble thoſe African Painters that repreſent the Angels black and the Devils white. Another delineating all Nations with their proper habits, but as he came to the Frenchman he drew him altogether naked with a piece of Cloth and a pair of Sciſſars under his Armes, to ſignifie ſo much, that this man onely could not find any thing which he ſhould like conſtantly. And therefore if we can pleaſe all but you, then take the Sciſſars and cut your ſelf a Miter according to your own Chimera's; but be ſure to free your ſelf firſt (like the Hawk) of the ſtraps, if ſo be that Cuſtome onely and not Nature did tie you withall. And ſo we bid you farewell.*

Direction,

For the better understanding of, and attaining to, this Art of

BOOK-KEEPING.

TAke notice that in every Account or Page the Margent sheweth the Year and the Month: The two first Lines represent the Day of the Month when such things, thereafter specified, either were done or brought to Account. The first word To, in the *Debet*, referrs to the *Creditor*; and the first word By, in the *Credit*, referrs to the *Debtor* of that Parcel, and is to be found by the direction of the two second Lines, signifying the Page of the Book where the money of that parcel specified in the next three Lines thereafter ensuing either is Credited or Indebted. All Accounts being of a double nature, that is to say, where in one Page a *Debtor* is, there in another Account or Page must needs be a *Creditor* also of the same Parcel, under what name or notion soever, otherways no just *Balance* could be made: as the Account of the *Stock*, being the main Ground-work, and as it were an Inventory or Specification of every distinct and particular Parcel of the entire and whole Estate, must be charged each distinctly in its proper nature or essence by a particular Account, referring to the same Account of the *Stock* again; to the end the Use and Improvement thereof may be distinguished from the Rest, and Calculation made accordingly by *Gain* and *Loss*. And so from time to time the Intercourse of Money, the Charges and Expences, the Accounts, Bills and Certificates concerning Rents, Leases, Excises, Assessments, Imposts, Revenues, Orders, Trade, Commissions and the like, of the respective Merchants, Factors, Correspondents, Stewards, Farmers, Auditors, Comptrollers, Treasurers and Commissioners, must be stated and charged by their proper and particular Accounts; ever observing their due order, either in proceeding from, or reflecting to, their primitive cause and original. As soon as any Account is ingrossed and stated in the Book, then the name thereof is to be conveighed unto the Table, and there placed where the first letter of the Surname is to be found, with the number of the Page thereof, to the end it may direct you to it again upon any occasion, as by the Table hereafter ensuing may be seen.

The

The *Table* of the ſeveral Accounts of this Book. L[a] A

A	*Account Particular*	19.
	Adventure land in Ireland	29.
	Andrews Backer	37.
B	*Backer Andrews*	37.
	Bills of Exchange	39.
	Balance	43.
C	*Capital or Stock*	1.
	Caſh	13.
	Charges and Expences	21.
D		
E	*Expences and Charges*	21.
	Edward Holt, Taylour	33.
	Exchange Bills	39.
F	*Forreſt and Manour of Increaſe*	7.
	Faithfull John, Steward of the houſhold	15.
	Farmery of Paywell	31.
G	*Goods and ſeveral Houſes London*	9.
	Goods & Commodities for my account	25.
	Gain and Loſs	35.
H	*Houſes and ſeveral Goods London*	9.
	Honeſt, Steward of the Manours	17.
	Holt Edward, Taylour	33.
I	*Ireland* Sr. *John Knight*	3.
	Ireland adventure Land	29.
	James Truſtie of Dover Factor	23.
K		
L	*Land adventure in Ireland*	29.
	Lord States of the Netherlands	33.
	Loſs and Gain	35.
M	*Manour of Speedwell*	5.
	Manour and Forreſt of Encreaſe	7.
N		
O		
P	*Particular account*	19.
	Paywell the Farmerie	31.
Q		
R		
S	*Stock or Capital*	1.
	Speedwell the Manour	5.
	States of England	7.
	Ships at Sea	11.
T	*Truſty James of Dover Factor*	23.
V	*Vincent* Sr. *Thomas Knight*	3.
W	*Wares for account of* Mr. *Goodtrade*	27.
X		
Y		
Z		

1658		The *Stock* is *Debtor.*	*folio*	1	li.	s.	d.
January.	2	To Sr. *John Ireland* Kt. for Money lent upon Bond the 25*th* of *March* 1657. to be paid again within a years time, at 6 *per Cent.* for Intereſt. —— —— ——		4	1000	—	—
December.	31	To Balance, L[a] A. li. 60928. 12 s. for tranſport of this account to a new Volume L[a] B. —— —— ——		44	60928	12	—
					li. 61928	12	—

Note, That this account of the *Stock* is the main groundwork of all the book and other accounts; or the body whereof the other accounts are members: and therefore as the office of the one is to nouriſh and cheriſh the others, ſo the duty of theſe are to adminiſter unto the firſt; and to the end we may know what every member or branch can or will doe in its office: then we are firſt to make an Inventary or ſpecification of each particular, in its proper Nature and Eſſence. So that we place each branch or member of our Eſtate diſtinctly to a particular account, as it is here to be ſeen in ſeveral parcels: and firſt by the *Manour* of *Speedwell* in *Credit*, which being a parcel of the *Stock*, and of a differing nature from the reſt, we are to convey it from thence in the ſame Title upon a particular account, on the next page thereafter enſuing, on the left ſide of the pages in *Debet*, with theſe or the like words, The *Manour* of *Speedwell* in the County of *Succeſſe* (lying 12 miles from *Goodfort*) is indebted; which being the Title-page or head of that account, you let it ſtand above by it ſelf, and proceed unto the particulars, why and to whom it is indebted, which ſhews itſelf to be, To the *Stock*, for the value of ſuch and ſuch Houſes, Lands and Chattels ſpecified there, li. 5000. which being thus placed, and ſtated to account, you are to proceed with the *Manour* and *Forreſt* of *Encreaſe*, and all the reſt of the parcels of the *Stock* accordingly, in order to the firſt, giving every parcel his particular account, ſo that all thoſe in *Credit* of the *Stock*, may be as many *Debtors* by themſelves; and to the contrary, thoſe that are *Debtors* of the *Stock*, may be *Creditors* by themſelves. Referring one unto another, to the end balance may be made at pleaſure: and ſo the foundation of your building will be laid, and ready to ſupport a curious Architecture.

1658		The *Stock* is *Creditor.*	*folio*	li.	s.	d.
January.	2	By the *Manour* of *Speedwell*, li. 5000. according as it was valued to be worth, consisting in two fair Houses, a Dairie, 500 Acres arable, and 500 Acres pasture ground, several Meadows, Orchards, Gardens, and 1000 heads of Sheep and Cattel, lying within the County of *Successe*, 12 miles from *Goodfort* ——	5	5000	—	—
.	—	By the *Manour* and *Forrest* of *Increase*, li. 4000. according to estimation, lying within the Countys of *Somerset* and *Devon*—	7	4000	—	—
.	—	By several *Goods* and *Houses* lying in and about *London*, according to estimation li. 15000. *viz.* a House with an Orchard and Kitchin garden, as also 300 Acres arable, and 600 Acres pasture ground, valued to be worth li. 3000. lying 12 miles from *London*, and bordering on the high-way towards *Oxford*, commonly called *Plesance*, a fair House situated in *Broad-street London*, valued 2000 li. two other Houses in St. *Martins-lane*, worth 6000 li. one House in *Cheapside*, taxed for 1000. li. several Closures and parcels of arable and pasture grounds about *London*, valued to be worth 3000 li. together is ——	9	15000	—	—
.	—	By the *State* of *England* li. 5500. for Money lent to the Parliament in *Anno* 1650. the 25*th* of *March*, upon publick faith, at 6 the 100. for Interest, is Principal —— ——	7	5500	—	—
.	—	By several *Ships* at *Sea*, one called the *Hope*, mounted with 20 pieces of Ordnance, of about 400 Tuns, valued to be worth with all the appurtenances 3000 li. Another called the *Fortune*, of 500 Tuns and 30 Guns, valued with appurtenances 4500 li. A third called the *Good-adventure*, of 600 Tuns and 60 pieces of Ordnance, worth 6000 li. —— ——	11	13500	—	—
.	—	By Sr. *Thomas Vincent* Kt. li. 500. for Money lent him upon his bond, the 25*th* of *March* 1657. in deposition to be paid again with 6 *pro C*^{to} Interest —— —— ——	3	500	—	—
.	—	By *Cash* found this day in ready money of several sorts of Gold and Silver Species —— —— ——	13	6500	—	—
December.	31	By *Gain* and *Loss* li. 11928. 12 s. for so much gained and advanced by the blessing of God with the *Stock* in the time limitted, beside and above all Charges and Expences reduced—	35	11928	12	—
			li.	61928	12	—

1658.		Sr. *John Ireland* Kt. is *Debtor*	*folio*	3	li.	s.	d.
March.	26	To *Caſh* li. 1060. paid upon his aſſignment unto his *Clerk* as by his acquittance for 1000 li. Principal, and 60. li. for a yeats Intereſt at *6 per Cent.* as by the *Contra*, ſee *folio* —— ——		14	1060	—	—

Note, That as it is ſaid formerly, the account of the *Stock* muſt be divided into ſeveral parcels, either in *Debet*, of thoſe that are *Debtors*, or in *Credit*, of thoſe that are *Creditors* to the *Stock*; and if ſpecified in order according to an Inventary thereunto, you will find all thoſe parts and parcels to be nothing elſe but the whole and entire Eſtate together, comprehended by that account of the *Stock*. Whereof this account being the firſt parcel of the *Debet*, ought to have the firſt place of the Book after the *Stock*: And to be the more ſure of your work, for preventing Errours, obſerve that as ſoon as you have conveyed a parcel of the *Stock*, or any other account afterwards, upon a particular account, as this is one, and *credited* the *Debet* of

1658

Sr. *Thomas Vincent* Kt. is *Debtor.*

January.	2	To the *Stock* li. 500 for money lent him upon his bond in depoſition, the 25*th* of *March* 1657. to be paid again with Intereſt at 6 the 100. —— —— ——		2	500	—	—
March.	25	To *Gain* and *Loſs* li. 30. for Intereſt of the 500. li. Principal, from the 25*th* of *March* 1657. untill this day is one year, at *6 per Cent.* cometh to —— —— ——		36	30	—	—
				li.	530	—	—

Note, That this account, or any other of the like Nature, is altogether according to the former account of Sir Ireland, onely with this difference, that whereas the one is a *Debtor*, the other is a *Creditor* to the *Stock*, and therefore eaſily can be obſerved in ſtating and placing them to account.

1658		*Creditor.*	*folio*	li.	s.	d.
January.	2	By the *Stock* li. 1000. for Money lent the 25*th* of *March* 1657. to be paid again with Intereſt at 6 *per Cent.* in a years time----	1	1000	—	—
March.	25	By *Gain* and *Loſs* li. 60. for a years Intereſt of the above ſpecified li. 1000. Principal at 6 the 100. is ———	35	60	—	—
				li. 1060	—	—

the *Stock*, or charged the *Credit* thereof by that particular account ſo ſtated as aforeſaid, you are to ſign it with a point upon or near to the firſt line of the page where the day of the month is ſpecified, in both accounts, by which you can ſee at any time as you examine your Books, that ſuch parcels pointed are rightly ſtated to account, and to be found both in *Debet* and *Credit*. As for Inſtance, this account being at firſt *Creditor* to the *Stock* for Money borrowed the year before it was charged to this account, and by the point you will ſee that it is conveyed from the *Stock* to this particular account, and that as it is here in *Credit*, ſo it muſt needs be in *Debet* upon that account of the *Stock*: As for Intereſt of this Money paid again at the expiration of the appointed time agreed on, it conſequently makes the Sum greater at the day of payment, and takes it from the account of *Gain*.

1658

Creditor.

March.	25	By *Caſh* li. 530. for 500 li. ſterling, lent him the 25*th* of *March* 1657. with Intereſt for a year at 6 the 100. Received this day by my order paid unto the Caſh-keeper ——— As more at large is to be ſeen by *Debet* in *Contra*.	13	530	—	—

Moreover as you are to add Intereſt unto the Principal of that account and *Credit* of Sir *Ireland*, and pay it together, ſo in the contrary you are to do with this *Debtor* Sir *Vincent*, and receive it together, not forgetting to borrow the Intereſt of the one from the account of *Gain* and *Loſs*, (being loſt Money as it were) and to add the Intereſt of the other (as being gained) unto the ſame account of *Gain* and *Loſs*. And ſo at the day of payment or receipt thereof the Caſh is to be charged, for the one in *Credit* as having paid it, and the other in *Debet* as having received it; which being ſtated accordingly, and conveyed from one account to the other, the point as aforeſaid will ſhew the conformity thereof.

The *Manour* of *Speedwell* lying within the *County* of *Sucsse* 12 miles from *Goodfort* is *Debtor* *folio* 5

1658				li.	s.	d.
January.	2	To the *Stock* li. 5000. for 2 Houſes, a Dairie, 500 Acres arable, and 500 Acres paſture ground, ſeveral Medows, Orchards, Gardens and Cloſures, 1000 heads of Cattel and Sheep, together valued to be worth	2	5000	—	—
July.	2	To *Gain* and *Loſs* li. 250. for 6 months Rent, Revenue and profit of this *Manour*, received from the Tenents and Occupiers by the Steward Mr. *Honeſt*, as by his account	36	250	—	—
December.	31	To *Gain* and *Loſs* li. 250. for half a years profit received by the ſaid Steward as before.	36	250	—	—
			li.	5500	—	—

Note, That this *Manour* of *Speedwell* being a parcel of the *Stocks Credit*, muſt be placed upon a particular account (as it is here) in *Debet*, becauſe it is a *Debtor* to the *Stock*, in as much as the value thereof extends it ſelf to ſuch and ſuch a conſideration: and being thus conveyed from the *Stock*, and ſtated accordingly; then from time to time you are to look for the Rent, Profit, Revenues or Increaſe, commonly occaſioned either by your own vigilancy, or the diligence of your Steward, and the good influence of Heaven, from the Tenents, Occupiers or Farmers of theſe Houſes, Dairies, Lands and Cattels, that belong to this particular account, whereof the Steward is to keep a particular Book in the Country of all and ſingular his Receipts and Diſburſements; which alſo can be done by one ſheet of Paper after another, ſo that it be but in ſafe Cuſtody; and according to your pleaſure is to give or ſend you a general Bill and Account (which commonly is done once every quarter of a year, or ſix Months) and ſo having received and examined his bill or account, as alſo deducted his Diſburſements from his receipts in the ſpace of ſo and ſo much time, you are to charge the Stewards particular account of the Surplus of his Receipts, and to *Credit* this account (or any other *Manour* under a Stewards adminiſtration) of the ſame as effectual profit thereof, ſo that the Steward being *indebted* for that

1658		*Creditor.*	*folio* 6	li.	s.	d.
July.	1	By Mr. *Honeſt* the Steward li. 250. for half a years Rent, Revenues and Profit of this *Manour*, received from the Tenents and Occupiers, according to his Bill delivered this day ——	17	250	—	—
December.	31	By the ſame Steward li. 250. for half a years Rent, Revenues and Profit, as before ——	17	250	—	—
	—	By *Balance* L[a] A. for tranſport of this *Manour* to a new account, into a new Volume called the Letter B ——	43	5000	—	—
			li.	5500	—	—

ſum and parcel, the *Manour* needs muſt be *Creditor* for the ſame ſo that one ſtill depend from, and correſpond with the other. But as ſoon as the Steward hath ſent and remitted the Money or proceed of his account, or paid the ſame by your order unto others, then as he is to be *Credited* for the Money ſent or paid, and the *Caſh* or *Receiver* thereof to be charged, ſo this profit of the *Manour* formerly placed in *Credit*, whereof the Steward was *Debtor*, muſt now be charged to the account of *Gain* and *Loſs*, as the augmentation and increaſe thereof, here in *Debet*, and there in *Credit*; to the end that the *Manour* be no loſer, but ſtill be worth and *indebted* to the main *Stock* for the primitive Eſtimation, unleſs it ſhould ſuffer damage by ſome accidents, and caſualties of the Elements and Fate of Wars; In which caſe the whole *Stock* or *Body*, with all its intellects, muſt ſuffer by it. And according to this you are to proceed with all other *Manours* under your Juriſdiction and Poſſeſſion.

The *Manour* and *Forreſt* of *Increaſe* lying in the *Counties* of *Sommerſet* and *Devon* is *Debtor.*

1658			*folio*	7	li.	s.	d.
January.	2	To the *Stock* li. 4000. for ſo much it is valued to be worth this day by Eſtimation, as by a ſurvey and deſcription thereof—		2	4000	—	—
March.	30	To *Gain* and *Loſs* li. 100. for Tithes and Revenue of 3 months, *viz.* from the 30th of *December* 1657. untill this day, from the Tenents and Occupiers of this *Forreſt* received (as by the *Contra*) about paſturage of their Sheep and Cattel, by Mr. *Honeſt* the Steward		36	100	—	—
June.	31	To *Gain* and *Loſs* li. 100. more received as before by the ſaid Steward, for Tithes and Profit from the 29th of *March* untill the 30th of this Inſtant *June*, about paſture of Sheep and Cattel		36	100	—	—
September.	30	To *Gain* and *Loſs* li. 100. received more as before by the ſaid Steward, from the Tenents and Occupiers of this *Forreſt*, for Tithe-wool and Duties		36	100	—	—
December.	30	To *Gain* and *Loſs* li. 100. received more as before by the ſaid Steward, for Tithes and Duties from the Occupiers of this *Forreſt*		36	100	—	—
				li.	4400	—	—

Concerning the ordering, ſtating and managing of this Account, I ſhall refer you to the Note and Direction of the foregoing *Manour* of *Speedwell*, where you will be inſtructed more at large of both Natures.

1658

The *State* of *England* is *Indebted.*

January.	2	To the *Stock* li. 5500. Principal lent to the *Parliament* upon Publick Faith the 25th of *March* 1650 at 5 *per Cent.* Intereſt, as by their Charter and Promiſe about the ſame Money		2	5500	—	—
March.	25	To *Gain* and *Loſs* li. 2640. for 8 years Intereſt of 5500 li. comes to		36	2640	—	—
				li.	8140	—	—

Note, That the *State* contracted this *Debt* ſeveral years before this account was ſtated, and therefore they are *indebted* to the *Stock*, for this is a parcel of it; Conſidering if the Money were ſtill in your *Caſh*, then the *Caſh* would be that *Debtor* to the *Stock*: but now they having it, muſt needs be the ſame, untill repayment be made, or Content given, which being done by thoſe three parcels in the Credit, both for Principal and Intereſt, wherefore they are abſolved from that *Debt.*

1658		*Creditor.* *folio* 8	li.	s.	d.
March.	29	By Mr. *Honeſt* the Steward li. 100. for Tithes and Revenues received from the Tenents and Occupiers of the *Forreſt*, for the Paſture of their Sheep and Cattel theſe 3 Months, as by his Book and Bill ſent me laſt day —— —— —— 17	100	—	—
June.	30	By the ſame Steward li. 100. more, for Tithes and Revenues as before, ſince his laſt account, according to his Bill and Specification this day delivered —— —— —— 17	100	—	—
September.	29	By the ſame Steward li. 100. more, as before, according to his Bill this day ſent from the Country, being for 3 Months Tithes and Revenues of this *Forreſt* —— —— 17	100	—	—
December.	30	By the ſame Steward li. 100 more, as before, received for Tithes and Duties from the Tenents and Occupiers of this *Forreſt* from the 29*th* of *September* laſt untill this day, according to his own account this day delivered —— —— 17	100	—	—
	31	By Balance L[a] A. li. 4000. for tranſport of this account to a new Volume called L[a] B. —— —— —— 43	4000	—	—
		li.	4400	—	—

1658

		Creditor.			
March.	25	By Lands in *Ireland* li. 3000. for 600 Acres of arable ground, lying 12 miles from *Dublin* towards *Waterford*, allotted for my Share there of the Adventurers at 5 li. *per* Acre, amounts to— 29	3000	—	—
		By the Farmory of *Paywell* li. 5000. to be paid by the Farmer thereof within 5 years in equal portion, and 200 li. avanco for Intereſt *per annum*, as by that Charter and Letter Patent bearing *Weſtminſter* the 20*th* of *March* 1658 — —— 31	5000	—	—
		By *Caſh* li. 140. received by order of Mr. *Good-money* out of the publick Treaſure —— —— —— —— —— 13	140	—	—
		li.	8140	—	—

both by Lands in *Ireland*, and the Farmory of *Paywell*, each whereof you are to convey and ſtate to a particular account, for the future Improvement thereof, the 100 li. in money belongeth to the *Caſh*, which muſt be charged for it.

1658		Several *Goods* and *Houſes* lying in and about *London* are *Debtors.*	*folio*	9	li.	s.	d.
January.	2	To the *Stock* li. 15000. according to Eſtimation, *viz.* a Houſe with an Orchard and Kitchin-garden, as alſo 300 Acres of arable ground, & 600 Acres of paſture ground thereunto belonging, commonly called *Pleaſance*, bordering 12 miles from *London* upon the High-way towards *Oxford*, valued to be worth--li. 3000— Another Houſe ſituated in *Broadſtreet London*, valued with appurtenances and furniture —. —li. 2000— Two fair Houſes in St. *Martins lane* worth with appurtenances —— —— ——li. 6000— A reaſonable handſome Houſe in *Cheapſide* with furniture valued —— —— ——li. 1900— Several Cloſures and parcels of arable and paſture-ground about *London*, valued to be worth according to an Inventary and Liſt of all theſe Goods—li. 3000—					
		The total ſum is — — —		2	15000	—	—
February.	10	To *John Faithfull* Steward of the Houſhold li. 120. for mending of the Rooſe of the Houſe in *Broad-ſtreet* 10 li. 10s. payed to the Carpenters and Maſons for Reparations of the 2 Houſes in S. *Martins lane* 60 li. 10 s. more for the Houſe in *Cheapſide* 20 li. for Husbandry-work, towards the tillage and banking, as alſo plowing, watring, ſowing, and the like, of the ſeveral Cloſures and parcels of ground li. 29 according to his Bill, examined this day —— —— —— ——		16	120	—	—
April.	5	To *Gain* and *Loſs* li. 2030. for Leaſe of theſe ſeveral Houſes, gained and advanced, as is to be ſeen in the *Credit* from the 10th of *January* laſt, untill the 4th of this Inſtant, whereof reducted the 120 li. above for Charges had about theſe Goods, reſts from 2150 li. total, the ſum of —— ——		36	2030	—	—
December.	2	To *Gain* and *Loſs* li. 805. for Rent, Revenue and Increaſe of all theſe Goods, from the 4th of *April* laſt untill this day, as more at large is to be ſeen on the other ſide in *Credit* ——		36	805	—	—
				li.	17955		

Note, That in ſuch caſe of preſency it will be better we our ſelves diſpoſe of thoſe goods and effects at hand; or let it be done by one of your domeſtick ſervants, as it is here repreſented by the Steward of the Houſhold: for the Caſh-keeper being at hand may receive thoſe Monies due himſelf by your aſſignation, if ſo be that the Steward ſufficiently is ſupplied with Money towards the defraying of your other neceſſary Charges and Expences: and therefore who receiveth the Money muſt be charged for it, according to the former accounts of *Manour* and *Forreſt*, whither for brevity ſake I refer you.

1658.		Creditors.	folio	li.	ss	d.
January.	10	By *John Faithfull* Steward of the Houſhold li. 600. for 21 years leaſe of the Houſe called *Pleaſance*, lying 12 miles from *London*, upon the Highway towards *Oxford*, received according to agreement and the Indenture of Sir *Robert Noble* Knight, he being to pay yearly Rent 200 li. at the 4 quarter days in equal portions ——	15	600	—	—
January.	20	By *Caſh* li. 400 received of Mr. *Robert Kind*, for 21 years leaſe of the Houſe ſituated in *Broad-ſtreet London*, according to Indenture, he being to pay more yearly Rent 130 li. at the four feſtival days, in equal portions, during all the time, unto my Aſſignee ——	13	400	—	—
March.	30	By *Caſh* li. 500. received of the Lord *Newport*, for 21 years leaſe of a Houſe in S. *Matins lane*, according to bargain and Indenture, he being to pay yearly Rent 200 li. at the four quarter days in equal portions ——	13	500	—	—
April.	3	By *Caſh* li. 450. received of Sir *Punctual* Knight, for 21 years leaſe of another Houſe in S. *Martins lane*, according to the former, to be paid Rent *per annum* 200 li. in equal portion—	13	450	—	—
.	4	By *Caſh* li. 200 received of Alderman *Score*, for 21 years leaſe of the Houſe in *Cheapſide*, according to Indenture, he being to pay unto my Aſſignee yearly Rent li. 80. in four equal terms and portions ——	13	200	—	—
.	10	By *John Faithfull* Steward of my Houſhold li. 50. for Rent received by my Aſſignation of Sir *Robert Noble* Knight, the firſt quarters pay of the Houſe in the Country called *Pleaſance*, according to his Indenture made on the 10th of *January* laſt —	15	50	—	—
.	20	By the ſame Steward li. 32. 10 s. received upon my aſſignation from Mr. *Robert Kind*, for a quarters Rent of the Houſe in *Broad-ſtreet* according to Indenture. ——	15	32	10	—
July.	30	By the ſame Steward li. 50. received from the Lord *Newport*, for a quarter years Rent of the Houſe in S. *Martins lane*, according to his Indenture ——	15	50	—	—
Auguſt.	3	By the ſame Steward li. 50. received from Sir *Punctual* Knight, for a quarter years Rent of the other Houſe in S. *Martins lane*, according to Indenture ——	15	50	—	—
.	4	By the ſame Steward li. 20 received of Alderman *Score*, for a quarter years Rent of the Houſe in *Cheapſide* — — —	15	20	—	—
.	10	By the ſame Steward li. 50 received more as before of Sir *Robert Noble* Knight, for a quarter years Rent — — —	15	50	—	—
.	20	By the ſame Steward li. 350 received of Mr. *Robert Kind* for a quarter years Rent as before on the 20*th* of *April*, li. 32. 10 s. and for the growth, increaſe and revenue of the ſeveral parcels of ground, as by his Note and Bill examined, li. 117. 10 s.--	15	350	—	—
December.	1	By the ſame Steward li. 202. 10. s. received upon aſſignation in ſeveral times and ſums of Moneys, for Rent, *viz.* the 30*th* of *October* of the Lord *Newport* 50 li. *November* 3. of Sir *Punctual* 50 li. *November* 4. of Alderman *Score* 20 li. *November* 10. of *Robert Noble* li. 50. *November* 20. of Mr. *Robert Kind* li. 32. 10. s. for a quarter years Rent ——	15	202	10	—
.	31	By Balance La A. 15000. for tranſport to a new Volume called La B. —— — — — — — —	43	15000	—	—
				li. 17955	—	—

1658.		Several *Ships* at *Sea* are indebted, *folio*	11	li.	s.	d.
January.	2	To the *Stock* li. 13500. for 3 Men of War, *viz.* —One called the *Hope*, of about 400 Tuns, mounted with 20 pieces of braſs Ordnance, valued to be worth with all Tacklings and appurtenances — — — li. 3000— —Another called the *Fortune*, of 500 Tuns and 30 Guns, valued with all furniture and appurtenances—li. 4500— —A third called the *Good-adventure*, of 600 Tuns, and 60 pieces of Ordnance, worth, according to eſtimation — — — — li. 6000—	2	13500	—	—
	8	To Mr. *James Truſty*, Factor at *Dover*, li. 3600. for the fitting and ſetting theſe Ships out to *Sea*, as by his account ſent hither, *viz.* for victualing the *Hope* for a Voyage to *Riga* in *Liſland*, it being fraighted by ſeveral Merchants at *Plymouth*, li. 250. and paid to the Captain *Goodlook* for 6 Months wages of 100 Seamen and Mariners at 8 li. a piece, is 800 li. for the Captain 50 li. together is 1100 li. and at the return they are to pay fraight 1500 — — — li. 1100— For the *Fortune*, paid accordingly for a voyage to the *Levant*, having 100 Men on board and the Captain *Ill-look* for 6 Months with Victuals — — li. 1200— For the *Good-adventure*, deſigned to the *Barbados*, it being fraighted by ſeveral Merchants, for 1800 li.--li. 1300—	24	3600	—	—
June.	9	To *Caſh* li. 50. for charges and Expences had in requeſting and procuring a Letter of Mart from his Highneſs the *Lord Protector* under the great Seal of *England*, towards the recovering of the loſs ſuſtained by the *Spaniards*, as by the Clerk's note, ſpent — — — — —	14	50	—	—
Auguſt.	20	To Mr. *James Truſty* of *Dover* Factor li. 2000. paid for a ſecond Voyage to the *Levant* of the *Hope* and *Good-adventure*, according to the firſt, in fitting them out to *Sea*, with power to ſeize upon any *Spaniſh* Veſſel or Goods they ſhall meet withall —	24	2000	—	—
December.	20	To Mr. *James Truſty* of *Dover* Factor li. 110. for Poſtage, Courtage and Proviſion at ½ *per Cent.* according to his account ſent hither — — — —	24	110	—	—
	21	To *Gain* and *Loſs* li. 12240. for a years adventure and Profit of theſe three Ships above ſpecified lawfully gotten —	36	12240	—	—
				li. 31500	—	—

1658		*Creditors.*	*folio*	12	li.	s.	d.
February.	7	By *Gain* and *Loſs* li. 5700. for the loſs of the *Fortune*, taken in her Voyage to the *Levant* by the *Spaniards*, as by the Letters and Certificates of the Ship-Captain and Mariners, received the firſt of this Inſtant Month — — —		35	5700	—	—
		She being worth li. 4500. and for Charges and Expences had by Mr. *James Truſty* at *Dover* to fit her out li. 1200. as by *Debet* in *Contra* — — — — —					
July.	1	By Mr. *James Truſty* at *Dover* li. 1500. for Fraight received of ſeveral Merchants of *Plymouth* at the Expiration of the Voyage to *Riga*, and return of the *Hope*, according to their agreement--		23	1500	—	—
Auguſt.	12	By Mr. *James Truſty* Factor at *Dover* li. 1800. for Fraight of the *Good-adventure*, received at the expiration of her Voyage to the *Barbados*, according to the bargain of ſeveral Merchants, and his Letter of Advice — — — —		23	1800	—	—
October.	30	By the ſame *Factor* li. 2500. for Fraight of the *Hope* and *Good-adventure*, received at the expiration of their Voyage to the *Levant*, according to agreement and bargain made with ſeveral Merchants of *London* — — — —		23	2500	—	—
December.	5	By *Caſh* li. 6000. for ſeveral Spaniſh prize-goods ſold out of the Ship called the *Requital*, taken at Sea from the *Spaniards* by the *Good-adventure* and *Hope* in their return from the *Levant*, which I received for my ſhare, beſides and above the third part of that Ship and goods paid to the Admiralty Court —		41	6000	—	—
	20	By Mr. *James Truſty* of *Dover* Factor li. 5000. for the ſaid *Spaniſh* Ship called the *Requital*, received in ready money from a Merchant Adventurer Mr. *Stoodford* — — —		23	5000	—	—
	31	By the *Balance* L[a] A. li. 9000. for the *Hope* and the *Good-adventure* to tranſport upon a new Volume called L[a] B. — —		43	9000	—	—
				li.	31500	—	—

1. Suppoſe you had three Ships under the title of ſeveral Ships at Sea, (more or leſs accordingly,) which are indebted to the *Stock* for their true worth and value (you reaſonably could expect for them if at any occaſion ſold,) becauſe they were in being at the ſtating of that account; and counted for parcels of your whole Eſtate: whereas if you had bought or purchaſed them after placing the *Stock* in order to an account of this Book, then they would be indebted either to *Caſh* or ſome other *Creditor*, according to the Original of your purchaſe thereof. But now, as it is ſaid, they being indebted for their value to the *Stock*, whereaccording to the other parcels of your effects they ſtand credited for the very ſame conſideration, and in order thereunto for diſtinctions ſake ſpecified each particular by his name and quality.

2. Being thus ſtated to a particular account, the improvement of theſe Ships is to be conſidered, the ſafeſt way being commonly the beſt way, as being without extraordinary hazard; to the end they loſe not much time or Charges at home, but ever may be employed either for your own account or for others, as you ſhall ſee cauſe, abroad. And in caſe you are to have ſeveral Charges and Expences for fitting and putting them out to Sea, which either muſt be done by your ſelf, or as it is uſually done, by your Commiſſioner, Correſpondent or Factor at the Port your Ships uſe to lie and be fitted out, you are to give him notice and order of it, and aſſign or remit him ſufficient means or credit for the performance thereof; and ſo having from time to time received his anſwer and account in order thereunto, you will charge that money to the account of thoſe Ships, and give his particular account ſo much Credit for the ſame Charges and Expences he hath been at by your order about thoſe your Ships: if the Commiſſioner or Factor by your order draws upon you, or that you remit unto him any money by Bills of Exchange for his diſburſements about theſe Ships, then you are, as ſoon as payment is made, to charge his account, and Credit your *Caſh*, or the party that payeth thoſe Bills of Exchange for your account, and by your aſſignment. But in caſe that at the Return and Arrivement of the Ships from their Voyages, the moneys for Fraight, or the commodities for your account, be received by your Commiſſioner or Factor according to his Certificate, then you are to Charge his particular account, and Credit this account of the ſame Money or goods ſo received by him; and afterwards at pleaſure you may either draw the money by Bills of Exchange, or cauſe it to be remitted unto your ſelf, or ſuch and ſuch a place as you ſhall judge moſt conducible for your advantage, according to the courſe of Exchange, which is obſerved by its riſing and falling, and commonly occaſioned by the goodneſs and cheapneſs of theſe Goods and Commodities, either Growth or Manufactures, ſold at ſuch a Market or ſtaple Town, convenient for ſtrangers, whereof you are to credit the particular account of your ſaid Factor as ſoon as you ſhall have confirmation of his ſaid payment of thoſe moneys drawn from, or remitted by, and according to your order charged to him.

3. If

3. If in case one or more of your Ships should be cast away by Tempest, or any other accidents (by the finger of God) and so lost altogether, then you are to charge the true value and charges which you had since you made no profit thereof upon *Gain* and *Loss*, and credit your Ships account for the same, as being indeed lost, and never to be expected again. But if by chance one or more of your Ships should happen to be taken by some other Ships, that belong to Neighbours, Aliens and Confederates, in Peace and Amity with the Nation and Government you live in, either by mistake or set purpose, then by National Law you very easily may claim your lost Ships, and recover them again, with all charges and loss of time, from the respective Courts of Admiralty, observing onely to charge your Expences, and if recovered, to Credit the receipt thereof upon this account. But in case one or more of your Ships were taken, or that you suffered considerable damages by the common Enemy, or any Pirates, under the shelter and protection of such and such an Enemy or Common-wealth, you may Credit this account for the same Ships so taken from you, and charge *Gain* and *Loss* as if it were indeed lost, and take your safest recourse unto the Government and State you live under, and request their leave and Letter of Mart as Adventurer to recover your damage and loss sustained as aforesaid; which having obtained, you may then lawfully take and seize all such Ships and Goods you ever can meet with, or get from such a publick Enemy and Nation that took yours at first. And so reserving the States portion, and reducting your Charges and Expences, you will find at any time the *Gain* or *Loss*, by drawing the disbursements from the receipts of this account, for which as the proceed of either *Gain* or *Loss*, you may charge this account, and credit or transport it to the account of *Gain* and *Loss*.

1658		*Cash* is *Debtor* at present under Custody of Mr. *Richard Gold-coin* Jeweller in *Lumbard-street*.	*folio*	li.	s.	d.
January.	2	To the *Stock* li. 6500. found in several gold and silver Coin, according to the Specification and Reverse — —	2	6500	—	—
.	5	To the *Lords States* of the united *Netherlands*, receiv'd of Mr. *Visher*	34	500	—	—
.	20	To several *Goods* and *Houses* in and about *London*, received of Mr. *Robert Kind* for 21 years Lease of the House in *Broad-street*	10	400	—	—
.	25	To *Goods and Commodities* for my own Account, received of Mr. *Caraway* for 25 last *Pitch* at 19 li. *per* last — —	26	475	—	—
February.	1	To the same Account, received of Mr. *Takle* for 20 last *Tarr* —	26	260	—	—
.	3	To the same Account, received of Mr. *Fetcher* for 25 last *Pitch* —	26	487	10	—
.	5	To the same Account, received of Mr. *Caraway* for 30 last *Tarr* —	26	382	10	—
March.	25	To the *State* of *England*, received of Mr. *Good-mony* Treasurer of the Exchequer — — —	8	140	—	—
.	26	To Sir *Thomas Vincent* Knight, received of his Cash-keeper —	4	530	—	—
.	30	To several *Goods* & *Houses* in & about *London*, receiv'd of the Lord *Newport* for 21 years lease of a House in S. *Martins lane London*	10	500	—	—
April.	1	To *Wares* for account of Mr. *Good-trade*, received of Mr. *Freeman* for 100 Barrels of *Pot-ashes* — — —	28	1028	4	—
.	3	To several *Goods* and *Houses*, &c. received of Sir *Punctual* Knight for 21 years lease of a House in S. *Martins-lane* —	10	450	—	—
.	4	To the same Account, received of Alderman *Score* for 21 years lease of a House in *Cheapside* — —	10	200	—	—
.		To *Goods* and *Commodities* for my own Account, received of Mr. *Draper* for 20 pieces of *Woollen Cloth* — —	26	708	—	—
May.	1	To the *Farmory* of *Paywell*, received of Mr. *Nimble* Farmer for the State by their Order and Grants — —	32	300	—	—
.	2	To *Wares* for Account of Mr. *Good-trade*, received of Mr. *Miller* for 500 quarters of *Wheat* — — —	28	400	—	—
.		To Account particular, received of Mr. *Prety* for a *Necklace of Pearls*	20	120	—	—
.	17	To *Wares* for Account of Mr. *Good-trade*, received of Mr. *Glassier* for 100 Barrels of *Pot-ashes* — — —	28	1028	4	—
.	27	To the *Lords States* of the united *Netherlands*, received of Mr. *Book* in part of a years allowance — —	34	200	—	—
June.	25	To *Goods* and *Commodities* for my particular Account, received of Mr. *Manford* for 5 pieces of *Woollen Cloth* — —	26	201	10	—
July.	8	To the same Account, received of Mr. *Draper* for 5 pieces of *Woollen Cloth* — — — —	26	204	14	10
.	9	To Mr. *James Trustie* of *Dover* Factor, received by Shipper *Husting* for his Account — — —	24	1000	—	—
.	13	To the *Lords States* of the united *Netherlands*, received of Mr. *de Putt* in part of a years allowance — —	34	450	—	—
.	21	To *Wares* for Account of Mr. *Good-trade*, received of Mr. *Freeman* for 50 Barrels of *Pot-ashes* — —	28	514	2	—
August.	2	To the *Farmory* of *Paywell*, received of Mr. *Nimble* the *Farmer* by assignation and order of the *State* — — —	32	200	—	—
.	6	To *Goods* and *Commodities* for my particular Account, received of Mr. *de Fisher* for 5 pieces of *Woollen Cloth* — —	26	216	—	—
.	8	To *Wares* for Account of Mr. *Good-trade*, received of Mr. *Potter* for 100 Barrels of *Pot-ashes* — — —	28	984	—	—
September.	6	To the *Lords States* of the united *Netherlands*, received of Mr. *Corselis*, in part of a years allowance — —	34	300	—	—
.	7	To *Goods* and *Commodities* for my particular Account, received of Mr. *Book* for 5 pieces of *Woollen Cloth*. — —	26	1915	5	4
		Transported to *folio*	41	18871	—	2

1658		*Cash* is *Creditor.*	*folio*	14 li.	s	d.
January.	3	By *James Trusty* of *Dover* Factor li. 1500. paid unto Shipper *Hasting* for his account —— —— ——	23	1500	—	—
.	5	By Account particular, paid unto the *Stationer* for several *Books*--	19	15	1	6
.	14	By *James Trusty* of *Dover* Factor, paid unto Mr. *Jennings* for his account —— —— —— —— ——	23	1500	—	—
.	15	By *Goods* and *Commodities*, paid for 50 last of *Pitch*, and 50 last of *Tarr*, unto Mr. *Arnold*, as by *folio* —— ——	25	933	15	—
.	20	By the same Account, paid for Fraight, Charges and Expences of the said *Pitch* and *Tarr*, Vide —— ——	25	5909		—
February.	1	By *James Trusty*, paid unto Mr. *Corselis* for his account, as by *folio*	23	600	—	—
.	5	By account particular, paid unto Mr. *Wealth* for a *Neck-lace of Pearls* —— —— —— —— ——	19	112	10	—
March.	3	By *Goods* and *Commodities*, paid unto Mr. *Lasting* for 100 pieces of *Colchester Cloth* —— —— —— ——	25	2936	—	—
.	12	By Account particular, paid unto Mr. *Richard Goldsmith*, for a pair of enamel'd *Bracelets* —— —— ——	19	78	15	—
.	26	By Sir *Ireland* Knight, paid unto his *Clerk* in full of all demands, as by *folio* —— —— —— —— ——	3	1060	—	—
.	—	By *Wares*, for account of Mr. *Good-trade*, paid Fraight, charges and Expences for 50 Barrels of *Pot-ashes* —— ——	27	243	8	—
.	30	By the same account, paid Fraight, charges and Expences for 2000 quarters of *Wheat* —— —— —— ——	27	262	11	11
April.	1	By *Goods* and *Commodities*, paid for charges and expences about dying and dressing of 100 pieces of *Cloth* —— ——	25	820	—	—
.	18	By *Wares*, for account of Mr. *Good-trade*, paid charges and expences for 2 balls of *Cloth* sent him —— ——	27	27	10	—
.	27	By Account particular, paid unto the *Goldsmith* for several *Jewels* and Silver *Plates*, Vide —— —— ——	19	135	—	—
May.	2	By the same Account paid as before —— —— ——	19	22	10	
June.	9	By several *Ships* at Sea, paid for charges and expences about getting a Letter of *Mart* from his *Highness* —— ——	11	50	—	
July.	17	By Account particular, paid and lent unto Mr. *Boon-companion*, Vide —— —— —— —— ——	19	50	—	
.	25	By *Faithfull* Steward of the Houshold, paid him by my order—	15	500	—	
August.	15	By *Wares* for account of Mr. *Good-trade*, paid unto Mr. *Boston* for double Bills of Exchange, Vide —— —— ——	27	2000	—	
September.	7	By Account particular, paid unto Mr. *Smith* for 4 *Stone-Horses*—	19	100	—	—
		Transported to *folio*	42	13537	10	5

1658

John Faithfull Steward of the Houſhold is *Debtor.*

folio 15

				li.	s.	d.
January.	10	To ſeveral *Goods* and *Houſes* li. 600. for 21 years leaſe of a Houſe called *Pleaſance*, 12 miles from *London*, received of the Leſſee Sir *Robert Noble* by my order —— ——	10	600	—	—
April.	10	To the ſame account li. 50. for a quarter years Rent received by my order of Sir *Robert Noble* Knight —— ——	10	50	—	—
.	20	To the ſame Account li. 32. 10 s. for a quarter years Rent of the Houſe in *Broad ſtreet London*, received of Mr. *Robert Kind* by vertue of an Indenture —— —— ——	10	32	10	—
July.	6	To Mr. *Honeſt* Steward of the *Manours* li. 300. for ready money received out of the *Country*, as by Certificate —— ——	18	300	—	—
.	30	To ſeveral *Goods* and *Houſes* li. 50. for a quarter years Rent of a Houſe in S. *Martins lane*, received of the Lord *Newport* by virtue of an Indenture —— —— —— ——	10	50	—	—
Auguſt.	3	To *Caſh* li. 500. for ready money received by my order from the Caſh-keeper, towards the defraying of my domeſtick charges and Expences, whereof he is to keep account —— ——		500	—	—
.	—	To ſeveral *Goods* and *Houſes* li. 50. for a quarter years Rent of the Houſe in S. *Martins lane*, received by him from Sir *Punctual* Knight according to Indenture —— ——	10	50	—	—
.	4	To the ſame Account li. 20. for a quarter years Rent of the Houſe in *Cheapſide*, received of Alderman *Score* according to Indenture--	10	20	—	—
.	10	To the ſame Account li. 50. for Rent more received of Sir *Noble* according to the former —— —— ——	10	50	—	—
.	20	To the ſame Account li. 350. for Rent and Revenue received more as by Note examined —— —— ——	10	350	—	—
September.	5	To Mr. *Honeſt* Steward of the *Manours* li. 400. for ready money received from him out of the *Country*, which he ſent hither by my order —— —— —— ——	18	400	—	—
October.	4	To the ſame Steward li. 100. for ready money which he paid in the *Country* unto Mr. *Hounter*, forthwith to be repaid again in *London*, which was done this day unto *Faithfull* by my order, who received —— —— ——	18	100	—	—
November.	18	To *Caſh* li. 1348. 4 s. for ready money received by my order of the Caſh-keeper, towards defraying of all my domeſtick charges and expences, whereof he is from Month to Month to give in a Bill, and at every years expiration a general account ——	42	1348	4	—
December.	1	To ſeveral *Goods* and *Houſes* li. 202. 10 s. for Rent and Revenues received by my aſſignment of the reſpective Leſſee and Tenents of the Houſes and Goods in and about *London*, as by a Note examined —— —— —— ——	10	202	10	—
.	31	To Mr. *Honeſt* Steward of the *Manours* li. 250. for a Bill of Exchange which he remitted hither from *Somerſet*, payable at ſight by Mr. *Renijer*, who this day paid it unto *Faithfull* by my order, being the proceed of his general account this year ——	18	250	—	—
			li.	4303	4	—

Note, When the Steward hath received any money either of your ſelf, or any other body by your order and aſſignment, that then, and as ſoon as you have got intelligence thereof, you are to charge it upon his account, and to give Credit for the ſame unto the party that paid him the money, or elſe unto the original that cauſed him to pay ſo much, as it is done here in *Debet* to ſeveral

Goods

1658		*Creditor.*	*folio*	16	li.	s.	d.
January.	3	By *Charges* and *Expences* li. 240. for a Coach gilded, 4 Horſes, Stable, Hay, Oats, Wages for Coach-man, Pages and Foot-men, as by his Bill paid by my order, and examined this day	21		240	—	—
.	10	By the ſame Account li. 20. for ſeveral Fees and New-years-gifts paid by my order, as by his Bill —— ——	21		20	—	
February.	1	By the ſame Account li. 240. 10 s. diſburſed by him ſince *January* 3. for Proviſion, as Fleſh, Bread, Fiſh, Veniſon, Beer, Spices, Limons, Oranges, Sugar, Confects, Sweet-meats, and the like into the Kitchin, as by his Books and Bills examined —	21		240	10	—
.	10	By ſeveral *Goods* and *Houſes* li. 120. for mending of the Roof and Houſe in *Broad-ſtreet* li. 10. 10 s. paid to the Carpenters and Maſons; for reparation of the two Houſes in S. *Martins lane* li. 60. 10 s.; more for the Houſe in *Cheapſide* li. 20. for Husbandry work, as Banking and Tilling, as alſo Watering, Plowing, Sowing and Fencing of the ſeveral Cloſures and parcels of ground li. 29. together, according to his Bill ——	9		120	—	—
.	20	By *Charges* and *Expences* li. 50. 16 s. for Hats, Shoes, Hoſes, Ribonds, Linens, Gloves and the like, paid to the Shop keepers, Shoe maker and Haberdaſhers, as alſo to the Vintner and Brewers for Sack, Wine and Beer, as by their ſeveral Notes and his general Bill examined — —— —— ——	21		50	16	—
March.	2	By the ſame Account li. 350. for Houſe-rent, Stable-hire li. 50. for Pen, Ink, Paper and Poſtage li. 10. for Proviſion into the Kitchin, and for other domeſtick occaſions, paid and laid out ſince the laſt Month, as by his Bill examined, li. 290 —	21		350	—	—
.	27	By *Edward Holt* Taylor li. 50. for paid him in part of his Bills —	33		50	—	—
April.	3	By *Charges* and *Expences* li. 310. for Proviſion paid and laid out ſince the ſecond of *March* as by his Bill Examined ——	21		310	—	—
.	4	By *Edward Holt* Taylor li. 100. for paid him upon account —	33		100	—	—
May.	1	By *Charges* and *Expences* li. 290. for Proviſion, *&c.* more as before	21		290	—	—
June.	6	By the ſame Account li. 230. more as before —— ——	21		230	—	—
July.	5	By the ſame Account li. 280. for Proviſion, *&c.* as before —	21		280	—	—
Auguſt.	4	By the ſame Account li. 300. for Proviſion, *&c.* as before —	21		300	—	—
September.	3	By the ſame Account li. 315. for Proviſion, *&c.* as before —	21		315	—	—
.	20	By *Edward Holt* Taylor li. 50. for work paid him in part —	33		50	—	—
October.	2	By *Charges* and *Expences* li. 340. for Proviſion, *&c.* as before—	21		340	—	—
November.	1	By the ſame Account li. 299. for Proviſion, *&c.* as before —	21		299	—	—
.	30	By *Edward Holt* Taylor li. 110. 18 s. for work paid him in full —	33		110	18	—
December.	30	By *Charges* and *Expences* li. 507. for Proviſion into the Kitchin as before, ſo alſo 4 Horſes meat and neceſſaries for the Stables, Coach-men, Pages and Foot-men, Baker, Shoe-maker, Brewer, Vintner, Butcher, Poſtage, Ink, Paper, Pens and the like, paid ſince the firſt of *November*, as by his Bill examined this day---	21		507	—	—
.	—	By *Gain* and *Loſs* li. 100. for his yearly allowance, paid himſelf by my permiſſion —— —— ——	35		100	—	—
				li.	4303	4	—

Goods and *Houſes*, to Mr. *Honeſt*, to *Caſh*, &c. which being Credited for the ſame in their particular account, and where you will find it in *Credit*, but as he hath given you account of thoſe monies, when, where and in what place he diſburſed it again, then you are to give him Credit, and Charge the party or account for which he did pay ſo much by your order and appointment, as it is done here by *Charges* and *Expences*, by *Edward Holt* and the like.

1658		Mr. *Honeſt* the Steward of the *Manours* is *Debtor.*	*folio*	li.	s.	d.
March.	29	To the *Manour* and *Forreſt* of *Increaſe* li. 100. for Rent, Tithes, and Revenue received by him from the Tenents and Occupiers of this *Forreſt* in 3 Months for paſture and agiſtment of their Cattel and Sheep, as by his ſpecification ſent hither —	8	100	—	—
June.	30	To the ſame *Forreſt* li. 100. for Rent and Revenue received more as before by him ſince the laſt Bill, as by his Book of Account delivered — — — —	8	100	—	—
July.	1	To the *Manour* of *Speedwell* li. 250. for 6 Months Rent and Revenue received by him from the Tenants and Occupiers thereof, according to his Bill delivered — — —	6	250	—	—
September.	3	To *Adventure-land* in *Ireland* li. 600. 4. s. for the Increaſe and Growth of the laſt Harveſt received by him, as by his Bill, for Wheat, Rie, Barley, and the like, amounting to —	30	600	4	—
	29	To the *Manour* and *Forreſt* of *Increaſe* li. 100. for 3 Months Revenue and Profit more received by him of the Tenents and Occupiers thereof as before, according to his Bill and Books of account — — — — —	8	100	—	—
November.	5	To *Adventure-lands* in *Ireland* li. 55. 10. s. for Graſs, Hay and Fruits received by him, as by his Bill delivered — —	30	55	10	—
December.	30	To the *Manour* and *Forreſt* of *Increaſe* li. 100. for Rent, Revenue, Tithes and Duties received by him from the Tenents, Occupiers and Agiſters of their Cattel and Sheep ſince his laſt account, as by his Bill ſent hither — —	8	100	—	—
	31	To the *Manour* of *Speedwell* li. 250. for 6 Months Rent and Revenue more received by him from the Tenents and Occupiers thereof, as by his Bills and Book of accounts —	6	250	—	—
			li.	1555	14	—

For the Steward of your *Manours* this is to be obſerved, that no opportunity be neglected of a neceſſary Correſpondency if abſent, by Letters and Inſtructions, if preſent by Orders and Directions, either for diſpatch of the ſame, or manage and performance of his duty. And as a proof of his fidelity you are to require account of his doing, which being done at any time you ſhall pleaſe or command him, by the examining thereof you eaſily will diſcover his honeſty or knavery, ſincerity or unfaithfulneſs; and according as you ſhall find his account, charge or credit him for it, in like manner as it is done with the Steward of the Houſhold, charging the receipt of any thing referring to your own Concernment unto his particular *Debet*, and Crediting him for any thing paid or diſburſed by him, or relating to the ſame Concernment upon his *Credit*, as it is done here in both reſpects, to the end you may

1658		*Creditor.*	*folio*	li.	s.	d.
May.	10	By *Adventure-land* in *Ireland* li. 100. for Charges and Expences had and disburſed by his under-ſteward in Tilling and Husbandring of them, as by his Bill and ſpecification examined this day--	29	100	—	—
July.	6	By *John Faithfull* Steward of the Houſhold li. 300. for ſent him by my order in ready money from the Country, as by his diſcharge thereof —— —— —— ——	75	300	—	—
September.	2	By *Adventure-land* in *Ireland* li. 222. 18. 4. for Charges and Expences had and disburſed more ſince his laſt Bill touching theſe Landeries, *viz.* for Fencing, Banking, Watering, Plowing, Sowing, Mowing, Cutting, Carrying, Thraſhing and the like of this years Crop, as by his Book and Accounts —	29	222	18	4
	5	By *John Faithfull* Steward of the Houſhold li. 400. for ready money ſent from the Country by my order, as by diſcharge and Acquittance ---- —— —— ——	15	400	—	—
October.	4	By the ſame Steward li. 100 for paid by him in the Country unto Mr. *Hounter*, who paid it here by my order unto *Faithfull*, as by Diſcharge and Acquittance ------ ——	15	100	—	—
November.	10	By *Gain* and *Loſs* li. 182. 15. 8. for ſeveral Houſhold-ſtuff for the Manours and Proviſion, with other Charges, as alſo for his Wages of a year at a 100 li. as by his General account delivered	35	182	15	8
December.	31	By *John Faithfull* Steward of the Houſhold li. 250. for Remitted unto him by my order from *Somerſet* being the Proceed of this years account, payable by Mr. *Ranijer*, as by diſcharge —	15	250	—	—
			li.	1555	14	—

may either find it good again by thoſe particular accounts and Debtors, or at any occaſion make calculation of *Gain* and *Loſs* touching the improvement thereof, and as you ſhall ſee cauſe from time to time to order things accordingly, ſo that you might not be loſer of any thing if poſſible you can prevent and help it, but be a faithfull Servant of the Talent and manifold Gifts received of God, to the redounding of his Glory and your own good.

1658	19	*Account Particular* is *Debtor.*	*folio*	19	li.	s.	d.
January.	5	To *Caſh* li. 15. 1. 6. for ſeveral Books bought from the Stationers, as by their Notes on the lineaſſe —— ——		14	15	1	6
February.	5	To *Caſh* li. 112. 10 s. for a Necklace of Pearls bought of Mr. *Richard Wealth* Jeweller —— —— ——		14	112	10	—
March.	12	To *Caſh* li. 78. 15 s. for a pair of enamell'd bracelets of Gold, beſet with ſeveral Diamonds, bought of Mr. *Richard Goldſmith*--		14	78	15	—
April.	27	To *Caſh* li. 135. for ſeveral Jewels and ſilver-Plates bought of the Goldſmiths, viz. a Diamond ring 56 li. 10 s. a Ruby-ring at 20 li. a Topas at 5 li. a Smaragd at 10 li. a Saphir at 3 ¾ li. a Cryſolit at 8 li. a Carbuncle at 9 li. and 6 ſilver Candleſticks weighing 65 ounces at 7 s. *per* ℥, li. 22. 18 s. together is ——		14	135	—	—
May.	2	To *Caſh* li. 22. 10. for ſeveral ſilver-Plates of Houſhold-ſtuff, *viz.* a dozen of ſilver-Spoons weighing 12 ounces, a Canne 12 ounces, half a dozen of Cups 24 ounces, a pair of Salters 17 ounces together 65 ounces, at 7 s. the ounce rabats ß ——		14	22	10	—
June.	27	To Mr. *Edward Holt* Taylor li. 17. 14 s. 10 d. for a black ſuit of Cloth, as by his Bill —— —— ——		34	17	14	10
July.	17	To *Caſh* li. 50. lent unto Mr. *Boon-companion* a Merchant upon truſt and promiſe to repay it again at demand, as by his bond--		14	50	—	—
Auguſt.	29	To Mr. *Edward Holt* Taylor li. 25. 5 s. 4 d. for a French ſuit, as by his Bill —— —— —— ——		34	25	5	4
September.	7	To *Caſh* li. 100. for four Stone-horſes, bought of Mr. *Smith* in ready money —— —— —— ——		14	100	—	—
October.	26	To *Edward Holt* Taylor li. 113. for 2 ſuits, *viz.* one of gray Cloth at 17 li. and another laced with Gold at 96 li. as by his Bill upon the lineaſſe —— —— —— ——		34	113	—	—
November.	2	To *Gain* and *Loſs* li. 180. for a chain of Gold with a Medall of his Highneſs Effigies, that was preſented unto me by N. N. valued to be worth —— —— —— —— —— ——		36	180	—	—
				li.	839	16	8

1658.	*Creditor.*	*folio*	20	li.	s.	d.
May. 2	By *Cash* li. 120. for the Necklace of Pearls sold again with advantage unto Mr. *Richard Pretty* —— —— ——		13	120	—	—
October. 1	By *Gain* and *Loss* li. 50. for 2 Stone-horses presented unto the Lord N.N. —— —— —— —— ——		35	50	—	—
November. 4	By *Cash* li. 50. received of Mr. *Boon-companion* the Merchant for the money lent him the 17*th* of *July* last upon his bond ——		41	50	—	—
December. 31	By *Balance* L[a] A. 619. 16 s. 8. d. for transport of this account to a new Volume called *Litera* B. —— ——		43	619	16	8
			li.	839	16	8

Concerning the Nature of this *Account Particular*, you are to observe that it is but of such things you desire to have for your particular use and account, being either Jewels, Plates, Bullions, Rarities, Houshold-stuff, or the like Curiosities, for the Embellishment and Adornation of your Person and Habitation, whereof at any occasion you could make ready money either with profit, or without much Loss: and therefore as the purchase thereof, if bought for ready money, will take and borrow the price of your *Cash*, and so diminish the same, for as much as you pay for it, which you are to Credit; so likewise to the contrary, as it hath been purchased and charged to this account, the Sale thereof will augment the other again, in as much as you shall receive and charge upon that account: but in case some things were presented unto you, then it will refer and add the price unto *Gain*, or augment your Stock; and if you present any thing of this account unto others, it needs must refer and add the price unto *Loss*, or diminish your Stock.

1658		*Charges* and *Expences* are *indebted.*	*folio*	21	li.	s.	d.
January.	3	To *John Faithfull* Steward of the Houſhold li. 240. for a Coach gilded li. 100. for 4 Horſes li. 100. for Stables, Hay and Oats 20 li. to the Coach-man for a quarter years Wages (he being to have 20 li. *per annum*) li. 5. to the Pages and Foot-men l. 15. *viz.* to *Anthony* 3 li. to *Bernard* 3 li. to *Charles* 3 li. to *Daniel* 3 li. to *Edward* 3 li. being for a quarter years Wages, paid by my order together — — — — —		16	240	—	—
·	10	To *John Faithfull* Steward of the Houſhold li. 20. for ſeveral New-years-gifts paid by my order unto the pages and Foot-men, as alſo unto ſome others — — — —		16	20	—	—
·	19	To *Edward Holt* Taylor li. 20. 19. 10. for 3 Suits of my Sons, as by his Bill — — — —		34	20	19	10
February.	1	To *John Faithfull* Steward of my Houſhold li. 240. ½ for Proviſion into the Kitchin, as Fleſh, Bread, Fiſh, Veniſon, Beer, and the like for a Month li. 200. and to the Cook for Limons, Orange, Spices, Sugar-Confectures and Sweet-meats, 40 li. 10 s. together — — — —		16	240	10	—
·	2	To *Edward Holt* Talor li. 31. 18. s. for the 5 Pages and Foot-mens black Suits, as by his Bill — —		34	31	18	—
·	20	To *John Faithfull* Steward, *&c.* li. 50. 16. for Shoes, Stockins, Ribonds, Linen, Hats and Gloves, li. 15. 16. for the Vintner for Wine and Sack 25. li. to the Beer-brewer li. 10. as by his Bill paid — — — — — — —		16	50	16	—
March.	2	To *John Faithfull*, &c. li. 350. for Houſe-rent li. 50. of a quarter year, for Pen, Ink, Paper and Port of Letters ſince the third of *January* 10 li. for Diet and Proviſion towards the Table ſince the laſt account li. 290. as by his Bill together —		16	350	—	—
·	7	To *Edward Holt* Talor li. 112. for the Livery of 6 perſons in mourning, as by his note — — —		34	112	—	—
April.	3	To *John Faithfull*, &c. li. 310. for Proviſion into the Kitchin as before ſince the ſecond of *March*, as by his Bill — —		16	310	—	—
May.	1	To the ſame Steward li. 290. for Proviſion as before li. 213. paid to the Pages and Foot-men for a quarters allowance li. 15. to the Cook for Wages li. 10. to the Poſt for Port of Letters, ſome Paper-books, *&c.* 12 li. to the Clerk for ¼ years Wages 25 li. to the Brokers li. 15. together is according to his note---		16	290	—	—
June.	6	To the ſame Steward li. 230. for diſburſed as before —		16	230	—	—
July.	5	To the ſame Steward li. 280. for diſburſed as before —		16	280	—	—
Auguſt.	4	To the ſame Steward li. 300. more as before — —		16	300	—	—
September.	3	To the ſame Steward li. 315. more as before — —		16	315	—	—
October.	2	To the ſame Steward li. 340. more as before — —		16	340	—	—
November.	1	To the ſame Steward li. 299. more as before — —		16	299	—	—
December.	30	To the ſame Steward li. 507. more as before — —		16	507	—	—
				li.	39373		10

1658.	*Creditor.*	*folio*	li.	s.	d.
December. 30	By *Gain* and *Loſs* li. 3937. 3. 10. for balancing of this account, ſince it refers to and is comprehended by that account —	35	3937	3	10

Note, That this account containeth all the Charges and Expences paid and laid out either by your ſelf, or ſome other of your Domeſtick Servants ſubſtituted and authoriſed thereunto, as towards the defraying of your Domeſtick affairs and concernment, who is to keep punctual account and ſpecification thereof, when, why, unto whom, and for what ſuch & ſuch mony was paid, by your order and direction; ſo that at any time he may be in a readineſs to give the ſame in unto you at any demand: which having done as occaſion ſerveth, you will in order thereunto, have a vigilant Eye prefixed upon it, and after examination and calculation had with *Gain* and *Loſs*, as you ſee cauſe, you may reduce or raiſe thoſe Charges and Expences of your Domeſtick affairs to ſomewhat leſs or higher, according to the improvement of your *Stock* or the ſtrength of *Gain*: and in regard theſe monies have formerly been charged unto the account of the Steward or party ſo ſubſtituted for that purpoſe, as having received it by your order and aſſignment, to keep and give you account thereof as aforeſaid, they are now, after account received, to be charged upon this account, and Credited unto the party that disburſed them by your order or for your uſe, by which, as your Book is kept punctually from month to month, you may draw the Total of this account together upon a little piece of Paper, and do accordingly with that account of *Gain* and *Loſs*, and then compare and calculate one with the other; the proceed of *Gain* will then reſolve you preſently in your expectation how much more you have either advanced than disburſed, or elſe disburſed than gained in that time with your whole *Stock* or *Principal*: and in ſuch a well-contrived Harmony conſiſteth the whole Book and Body of accounts.

1658		Mr. *James Truſtie* of *Dover* Factor is *Debtor.*	*folio*	li.	s.	d.
January.	3	To *Caſh* li. 1500. ſent him in ready money to *Dover* by Shipper *Haſting*, which he received, as by his Letter of advice —	14	1500	—	—
	14	To *Caſh* li. 1500 paid unto Mr. *Jennings* for his draught of Exchange dated the *6th* of *January*, payable at 6 days after ſight, as by Letter of Advice — — —	14	1500	—	—
February.	1	To *Caſh* li. 600. paid unto Mr. *Corſelis* by his order and Bills of Exchange dated the 8*th* of *January*, payable within 3 weeks time after ſight thereof — — — —	14	600	—	—
May.	9	To *Goods* and *Commodities* for my own account li. 869. 8. for 20 pieces of Woollen Cloth ſent him upon his deſire and requeſt, with Shipper *Hill*, packed up into one Pack *Numero* 1. and ſigned as in the margent, containing 1242. yards, at 14 s. *per* Yard, is according to ſpecification ſent — —	26	869	8	—
July.	1	To ſeveral *Ships* at *Sea* li. 1500. for Fraight received by him of ſeveral Merchants of *Plymouth* according to agreement and his Letter of Advice at the return of the *Hope* from *Riga* —	12	1500	—	—
Auguſt.	12	To ſeveral *Ships* at *Sea* li. 1800. for Fraight received by him as before of the *Good-adventure* returning from the *Barbados*---	12	1800	—	—
October.	30	To ſeveral *Ships* at *Sea* li. 2500. for Fraight received by him of the *Hope* and *Good-adventure* at their arrival from the *Levant*, according to bargain and agreement made with ſeveral Merchants of *London*, as by his Letter of Advice — —	12	2500	—	—
November.	11	To *Caſh* li. 20. 15. 8. for Charges and Expences had about the Pack of Cloth ſent him the 9*th* of *May*, viz. for Package, Ropes, and Canvas 4 l. 10. for Carriers and Workmen at the Key 10 s. for the Cuſtom of 20 pieces, and at the Ware-houſe 15. 15. 8. together — — — —	42	20	15	8
December.	20	To ſeveral *Ships* at *Sea* li. 5000. for a Spaniſh prize-*Ship* of late taken by the *Hope* and *Good-adventure* at their return from the *Levant*, ſc. called the *Requital*, ſold unto Mr. *Stoodford* Merchant-Adventurer, and received as by his Letter of Advice and Account currant — — — —	12	5000	—	—
				li. 15290	3	8

1658.		*Creditor.*	*folio*	li.	s.	d.
January.	10	By ſeveral *Ships* at *Sea* li. 3600. paid and laid out by him for Fraighting and fitting them out, *viz.* About victualing the *Hope* for a Voyage to *Riga*, it being fraighted by ſeveral Merchants at *Plymouth*, l. 250. and paid to the Captain *Good-look* and 100 men li. 850. for 6 months Wages whereof they are to pay Fraight at the Expiration of the Voyage li. 1500 —— For the *Fortune* paid accordingly for a Voyage to the *Levant*, having 100 men on board with the Captain *Ill-look*, victuals and ſix months Wages —— —— —— li. 1200— For the *Good-adventure* deſigned for the *Barbadoes*, it being fraighted by ſeveral Merchants for 1800 li. payable at the return —— —— li. 1300—	24	3600	—	—
July.	9	By *Caſh* li. 1000. for ready money ſent hither from *Dover* by Shipper *Haſting* who delivered it this day. —— ——	13	1000	—	—
Auguſt.	20	By ſeveral *Ships* at *Sea* li. 2000. for Charges and Expences paid and laid out by him for a ſecond Voyage to the *Levant* of the *Hope* and *Good-adventure* according to the firſt time, but now with power to ſeize upon any *Spaniſh* Veſſel or Goods they ſhall meet withall —— —— —— ——	11	2000	—	—
September.	23	By *Bills* of *Exchange* li. 2400 for a draught upon Mr. *Alonſo* for 12000 Ducatoons at 48 pence ſterling *per* Ducat, payable at Uſance unto my order is —— —— ——	39	2400	—	—
November.	2	By *Caſh* li. 420. 15. 8. received by his order of Mr. *Ludowick*—	41	420	15	8
December.	20	By ſeveral *Ships* at *Sea* li. 110. for Poſtage, Courtage and other Charges during this correſpondency li. 10. as alſo for his proviſion and extraordinary pains in receiving and paying of theſe moneys, and diſpatching of the Ships 100 li. according to his account currant —— —— —— ——	11	110	—	—
	23	By *Caſh* li. 4500. for ready money ſent hither from *Dover* by Shipper *Hill*, who delivered it this day —— ——	41	4500	—	—
	28	By *Caſh* l. 1259. 8 s. remitted hither, payable by Mr. *Boeve* at ſight—	41	1259	8	—
			li.	15290	3	8

1658		*Goods* and *Commodities* for my own account *Debtor.*	*folio*	li.	s.	d.
January.	15	To *Cash* li. 933. 15 s. for 50 last of Pitch, and 50 last of Tarr, great Band, bought at *Riga* by Mr. *Knowwares*, at 50 Rixdollers *per* last Pitch, and 30 Rixdollers the last Tarr (the last accounted for 12 Barrels) amounts to Rixdollers 4000. free on board according to his account sent hither by Shipper *Dirk Sail-well*, with two Vessels called the *East-merchant* and *North-star*, and for Charges, Postage, Courtage and Provision at 2 *per Cent.* in *Riga* 150 Rixdollers, together Rixdollers 4150. as it was drawn by him at two Usance payable unto Mr. *Mercator* at 4 $\frac{1}{2}$ s. sterling *per* Rixdoller valuta, received of Mr. *Need-money* at *Riga* the 15*th* of *November* 1657. which I paid this day unto his Assignee Mr. *Arnold*, as by acquittance —— ——	14	933	15	—
	20	To *Cash* li. 590. 9 s. for Assecuration of 1000 li. at 4 *per Centum* paid li. 40. for Fraight unto Shipper *Dirk Sail-well* of 100 last at 1 Rixdoller the barrel is Rixdollers 1200. and 40 Rixdollers for his Coplaken and Fee 1240 Rixdollers at 4 $\frac{1}{2}$ s. sterling *per* Rixdoller is li. 297. for Excise and Custome at 2 li. *per* last, is li. 200. for Carriage, Ware-house and other Charges, as by a particular note l. 71. 9. together paid for these 100 last of Pitch and Tarr —— —— —— ——	14	590	9	—
February.	6	To *Gain* and *Loss* li. 80. 16 s. for advance of the 100 last of Pitch and Tarr, within 4 Weeks —— —— ——	36	80	16	—
March.	3	To *Cash* li. 2936. for a 100 pieces of *Colchester* Cloth containing together 5872 yards, bought of Mr. *Lasting* at 10 s. *per* yard, ready money, paid this day —— —— ——	14	2936	—	—
April.	1	To *Cash* li. 820. for dying them Black, Red, Blew and Tristamin, as by the note of the Dyer, li. 400. for Dressing and Pressing of them li. 400. Brokerage and Charges to fetch them home li. 20. together —— —— —— ——	14	820	—	—
September.	8	To *Cash* li. 20. for Brokerage and other extraordinary Charges towards the preservation and selling of these woollen Cloths paid more untill this day —— —— ——	42	20	—	—
	—	To *Gain* and *Loss* li. 396. 3. 2 d. for advance of these 100 pieces of woollen Cloth since the third of *March* last gained withall by the blessing of God —— —— ——	36	296	3	2
			li	5777	3	2

1658		*Creditor.*	*folio*	26	li.	s.	d.
January.	25	By *Caſh* li. 475. received for 25 laſt Pitch at 19 li. *per* laſt, ſold unto Mr. *Caraway* for ready money — — — —		13	475	—	—
February.	1	By *Caſh* li. 260. received for 20 laſt Tar at 13 li. ready money, ſold unto Mr. *Takle*, is — — — —		13	260	—	—
	3	By *Caſh* li. 487. 10. for 25 laſt Pitch, ſold unto Mr. *Fetcher* at 19 li. 10 s. *per* laſt ready money — — — —		13	487	10	—
	5	By *Caſh* li. 382. 10. for 30 laſt Tar at 12 li. 15 s. *per* laſt, ſold unto, and received of Mr. *Caraway* — — — —		13	382	10	—
April.	4	By *Caſh* li. 708. for 20 pieces of Woollen Cloth ſold unto Mr. *Draper*, *viz.* 5 pieces of Black containing 253 yards, 5 pieces of Red 260 yards, 5 pieces of Blew 249 yards, and 5 piece of Triſtamin 250 yards, together 1012 yards, at 14 s. *per* yard *contant*		14	708	—	—
	18	By *Wares* for account of Mr. *Good-trade* li. 1781. 5. for 40 pieces of woollen Cloth ſent him, upon his order, with Shipper *Andrews Jurgen* Maſter of the Ship called the *Sirene*, bound for *Dantzick*, as by the ſpecification, containing 20 pieces of Black 1150 yards, 10 pieces of Red 600 yards, and 10 pieces of Triſtamin 625 yards together is 2375 yards, at 15 s. *per* yard, amounts to		27	1781	5	—
May.	9	By Mr. *James Truſtie* of *Dover* Factor li. 869. 8. for 20 pieces of woollen Cloth ſent him upon his account, as by a ſpecification containing 1242 yards at 14 s. *per* yard, is — — —		23	869	8	—
June.	25	By *Caſh* li. 201. 10. for 5 pieces of woollen Cloth ſold unto Mr. *Manfort* containing 310 yards, at 13 s. ready money *per* yard, according to ſpecification, comes to — — — —		13	201	10	—
July.	8	By *Caſh* li. 204. 14. 10. for 5 pieces of woollen Cloth ſold unto Mr. *Draper* containing 311 yards, at 13 s. 2 d. *per* yard *contant*, as by a ſpecification, is — — — —		13	204	14	10
Auguſt.	6	By *Caſh* li. 216. for 5 pieces of woollen Cloth ſold unto Mr. *De Fiſher*, containing 320 yards, at 13 s. 6 d. *per* yard ready money, comes to — — — — — —		13	216	—	—
September.	7	By *Caſh* li. 191. 5. 4. for 5 pieces of woollen Cloth ſold unto Mr. *Books* containing 302 yards at 12 s. 8 d. *per* yard ready money, as by Specificate — — — —		13	191	5	4
				li.	5777	3	2

1658

Wares for account of Mr. *Good-trade* of *Dantzick* are *Debtor.*

folio

				li.	s.	d.
March.	26	To *Caſh* li. 243. 8. paid Fraight and Average of the Sea to Shipper *Wildfangh* for 500 barrels of Pot-aſhes at 1 Rixdoller *per* piece is Rixdollers 500 and Average 50 Rixdollers at 4½ s. ſterling *per* Rixdoller is together li. 123. 15 s. and for the Cuſtome of 2500 weight rated at 16 s. 8 d. *per Cent.* is 12 pence of 20 ſhillings, li. 104. 3 s. with other Charges and Expences, as Carriage, Ware-houſe and the like, as by a Note li. 15. 10. marked as in the margent, and numbred from 1 till 500 —	14	243	8	—
A*L						
	30	To *Caſh* li. 262. 11. 11. paid Fraight unto Shipper *Cock* of the *Charitie* for 2000 quarters of Wheat at 20 s. *per* Laſt or 10 quarters is 200 li. and for Fee 40 Rixdollers at 4½ s. *per* Rixdoller is 9 li. as alſo for Subſidue and Cuſtome 5 *per Cent.* rated at 6 s. 8 d. the quarter l. 33. 6 s. 8 d. with other Charges and Expences, as Granary, Carriages, Workmen and the like, according to a Specification li. 20. 5. 3. —— ——	14	262	11	11
April.	18	To *Goods* and *Commodities* for my account li. 1781. 5 s. for 40 pieces of long Woollen Cloth, ſent unto Mr. *Good trade* of *Dantzick* by Shipper *Andrews Jurgen* of the Ship called the *Sirene*, upon his order and deſire Pack'd up in 2 Balls, ſigned as in the Margent, and numbred 1.2. containing 20 pieces of Black 1150 yards 10 pieces of Red 600 yards, and 10 pieces of Triſtamin 625 yards, together 2375. at 15 s. ſterling *per* yard, amounts to--	26	1781	5	—
G*T						
	—	To *Caſh* li. 27. 10. for Charges and Expences had about thoſe two Balls of Cloth, for Package and Carriage, l. 4. 10. Subſidue and Cuſtome at 1 d. farthing the pound weight weighing 4000 pounds, li. 22. 10. for Charter-parties and Bills of Lading to the Notary 10 s. together is —— ——	14	27	10	—
Auguſt.	15	To *Caſh* li. 2000. remitted by his order unto Mr. *Le Conto* at *Hamburgh*, payable at 2 Uſance, and 37 s. 7 d. Flemiſh *per* li. ſterling by Mr. *Bickell* paid unto Mr. *Boſton* for double Bills of Exchange —— —— —— ——	14	2000	—	—
November.	31	To *Gain* and *Loſs* li. 145. 1. 7. for Proviſion of 6750. li. at 2 *per Cent.* for ſelling of all theſe Wares li. 135. for Courtage, Poſtage and Brokerage li. 10. 1. 7. —— —— ——	36	145	1	7
December.	2	To *Caſh* li. 2290. 6. 6. paid unto Mr. *Peter Equal* for his Bills of Exchange at double Uſance payable unto Mr. *Good-trade*, or order remitted *per Amſterdam* unto Mr. *Innocent* at 37 s. 4 d. by Mr. *Momber* —— —— —— ——	42	2290	6	6
				li.	67503	—

1658		*Creditors.*	*folio*	li.	s.	d.
April.	1	By *Caſh* li. 1028. 4. for 100 barrels of Pot-aſhes ſold unto Mr. *Freeman*, weighing 54 *Centos neat* at 41 s. the hundred weight ready money is — — — — —	13	1028	4	—
May.	2	By *Caſh* li. 400. for 500 quarters of Wheat ſold unto Mr. *Miller* at 16 s. *per* quarter comes to — — — —	13	400	—	—
	17	By *Caſh* li. 1028. 4. for 100. barrels of Pot-aſhes ſold unto Mr. *Glaſier* weighing 504 *Cent. neat* at 41. s. the hundred weight *contant* — — — — —	13	1028	4	—
June.	9	By Mr. *Andrews* Baker l. 850. for 1000 quarters of Wheat at 17 s. *per* quarter payable within 6 months time, and putting in ſufficient ſecurity for the Sum of — — — —	37	850	—	—
	12	By Mr. *Andrews* Baker l. 533. 4. for 50 barrels of Pot-aſhes weighing 248 *Centos neat* at 43 s. the hundred weight, payable within 6 months time, and giving ſecurity thereof —	37	533	4	—
July.	21	By *Caſh* li. 514. 2. for 50 barrels of Pot-aſhes ſold unto Mr. *Freeman*, weighing 252 *Centos neat* at 41 s. the 100 weight *contant*--	13	514	2	—
Auguſt.	8	By *Caſh* li. 984. for 100 barrels of Pot-aſhes ſold unto Mr. *Potter*, weighing 492 *Cen. neat* at 40 s. the hundred weight ready money — — — — —	13	984	—	—
September.	14	By Mr. *Andrews* Baker li. 400. for 500 quarters of Wheat at 16 s. *per* quarter, payable on the 14*th* of *November* next coming, having given good ſecurity of it — — —	37	400	—	—
October.	16	By *Caſh* li. 510. 9. for 50 barrels of Pot-aſhes ſold unto Mr. *Potter*, weighing 249 *Centos neat* at 41 s. the hundred weight ready money — — — — —	41	510	9	—
November.	30	By *Caſh* li. 502. for 50 barrels of Pot-aſhes (being the remnants of 500 barrels) ſold unto Mr. *Glaſier*, weighing 251 hundred weight *neat* at 40 s. *per Cent. contant* — — —	41	502	—	—
			li.	6750	3	—

1658		*Adventure-land* in *Ireland* is *Debtor.* *folio*	29	li.	s.	d.
March.	25	To the *State* of *England* li. 3000. for 600 Acres of arable ground lying 12 miles from *Dublin* towards *Waterford*, received as Adventurer in part for the 5500 li. money lent them the 25*th* of *March* 1650. upon publick faith, rated at 5 *l. per* Acre, comes to-	8	3000	—	—
May.	10	To Mr. *Honeſt* Steward of the Manors li. 100. for Charges and Expences had about thoſe Landeries, as by his ſpecification delivered —— —— —— —— ——	18	100	—	—
September.	2	To Mr. *Honeſt* Steward of the Manours li. 222. 18. 4. for Charges and Expences had about thoſe grounds ſince *May* laſt, for Banking, Cutting, Mowing, Thraſhing, Carriage and the like, as by his Bill —— —— —— —— ——	18	222	18	4
December.	2	To *Gain* and *Loſs* li. 332. 15. 8. for ſo much gained by this years improvement of theſe 600 Acres, beſides and above all Charges reduced —— —— —— —— —— —— ——	36	332	15	8
				li. 3655	14	—

The Nature of this account is altogether according to thoſe of the Manors of ſeveral Goods or Houſes, differing onely in that you had thoſe Lands from the *State* in part of payment for the Debt and parcel they did owe to the *Stock*, as being contracted and purchaſed by it after that account was ſtated: and whereas the Manours and Goods or the Debt of the *State* are parcels of your *Stock*, ſo likewiſe theſe Lands deriving from the latter as aforeſaid, muſt needs be a parcel of that account, and by this means Center to the *Stock*, in regard it takes its value from thence, and conveighs it higher to a particular account, as it doth to the *State* of *England* in conſideration of 600 Acres of ground, or 3000 li. ſterling principal, for payment in part of a greater ſum they did owe unto you. Now after purchaſe, as the benefit and improvement thereof will be altogether for your own Uſe, or thoſe you ſhall pleaſe to appoint, ſo you will be carefull to keep punctual account of all Charges and diſburſements about thoſe Lands, and charge them from time to time upon theſe grounds, ſtill giving ſo much Credit unto the party from whence at firſt they went out by your order and direction; and ſo in proceſs of time as you get any money or profit by the Growth, Fruits or Harveſt of theſe grounds, you are to Credit this Account, and charge the partie that received it by your appointment, for the ſame conſideration, to the end that by

1658		*Creditor.*	*folio*	li.	s.	d.
September.	3	By Mr. *Honeſt* Steward of the Manours li. 600. 4. for the Increaſe and proceed of this Land received this Harveſt, as by his account and ſpecification, for Wheat, Rie, Barlie and Paſture of Cattel —— —— —— ——	17	600	4	—
November.	5	By Mr. *Honeſt* Steward of the Manours li. 55. 10. for Graſs, Hay, and Fruits ſold of theſe Grounds, as by his Bill delivered —	17	55	10	—
December.	31	By Balance L. A. li. 3000. for tranſport of theſe 600 Acres upon a new account and volume *Litera* B. —— ——	43	3000	—	—
			li.	3655	14	—

by reducing the Charges and Expences from the Increaſe and Revenue, the proceed and ſurplus may be put to the account of Gain and Profit, as received ſo much more than paid in conſideration of the ſame account: Ever excepting the primitive worth for the Balance in the future as long as it is in being, and your poſſeſſion; but in caſe of ſelling it for ready money, or changing it for other goods, then inſtead of the balance, the Caſh, Purchaſor or Parcel of Goods you did get in Exchange thereof is to poize and balance it, as being charged for the ſame conſideration upon its particular account, and ſo by this means one as it were riſeth, groweth and liveth as a member, whilſt the other is cut off, falls and dieth as a limb to and by the ſtock or body thereof.

1658		The *Farmery* of *Pay-well* is *Debtor.* *folio*	31	li.	s.	d.
March.	25	To the *State* of *England* li. 5000. for ſo much to be paid within 5 years in equal portion with 200 li. Intereſt *per annum* by the Farmer thereof Mr. *Nimble*, as he ſhall receive it from the Tenants and Inhabitants, by virtue of a Letter Patent bearing *Weſtminſter* the 20. of *March* 1658. that is to ſay, every year 1200 li. Principal and Intereſt —— —— ——	8	5000	—	—
December.	30	By *Gain* and *Loſs* li. 200. for Intereſt according to allowance of the *State*, beſides li. 1000. received this firſt year in payment of the Principal —— —— —— ——	36	200	—	—
				li. 5200	—	—

Concerning accounts of Farmeries, Security or Pawn-land, as the ſtem thereof is to be charged to the Original and Root by which it firſt did grow to be a parcel of your eſtate, and the conditions, as the vertue or marrow, thereof are ſpecified and expreſſed in plain terms, according to the Tenour of agreement made with the parties from whom you had the ſame; ſo thoſe fruits which from time to time you reap, and get according to the vertue and goodneſs of this Tree, by the Farmer, Steward or Party authorized to that purpoſe, are to be brought in Credit upon this account, and charged again either unto *Caſh* or the Party that received them by your appointment, who, if you ſhall deſire or ſee cauſe, is to give you an account of it, or bring in the money to your *Caſh* again: if punctual payment be made by the Farmer, then the firſt year $\frac{1}{5}$, the ſecond $\frac{2}{5}$, and ſo every year a fifth part will be deducted of the Principal, and inſtead of the Farm or 5000 li. ſecurity you will find at the expiration of thoſe 5 years 6000 li. ready money in your *Caſh*, without the improvement that can be made in the mean time by thoſe moneys received in part.

1658.		*Creditor.*	*folio*	li.	s.	d.
May.	1	By *Cash* li. 300. received of Mr. *Nimble* the Farmer of this Farmery, by virtue of a Letter Patent from the *State*	13	300	—	—
August.	2	By *Cash* li. 200. received of the said Farmer Mr. *Nimble*, upon account in part as before	13	200	—	—
September.	8	By *Cash* li. 100. received as before	41	100	—	—
October.	30	By *Cash* li. 300. received as before	41	300	—	—
November.	15	By *Cash* li. 50. received more as before	41	50	—	—
.	20	By *Cash* li. 50. received more as before	41	50	—	—
December.	2	By *Cash* li. 100. received more as before	41	100	—	—
.	20	By *Cash* li. 70. received more as before	41	70	—	—
.	25	By *Cash* li. 30. received more as before	41	30	—	—
.	31	By *Balance* L[a] A. li. 4000. for transport of this account upon a new Book, L[a] B.	43	4000	—	—
			li.	5200	—	—

It is also to be observed, that this Farmery hath been assigned unto you by the *State* in consideration of 5000 l. sterling Principal, with condition to pay you the same within five years time and with 200 li. Interest *per annum*, in equal portions, that is to say, every year 1200 l. payable on such or such certain days by their respective Farmer or Commissioner: which having received, you are to charge *Cash*, and credit this account for the same 1200 li. as received in part of 5000 li. Principal, withall charging this account with the 200 li. Interest comprehended in the 1200 li. received, and to give credit for so much to the account of *Gain*; and so it will appear that at the expiration of the first year there hath been paid to you or your Assignee 1000 li. upon account of 5000 li. Principal, and 200 li. upon account of 1000 li. Interest or *Gain*, whereof you are fully to be paid within 4 years more.

1658.		The High and Mighty, the *Lords States* *folio*	33	li.	s.	d.
December.	30	To *Gain* and *Loss* li. 1620. for 12 months allowance by virtue of a Commission received of their Lordships, dated at the *Hague* the 28*th* of *December* 1657. at 20 Rixdollers *per diem*, and 30 days *per mensem* in the quality as resident in ordinary, is Rixdollers 7200 at 4s. 6d. *per* piece, comes to ——	36	1620	—	—
		Whereof all Charges and Expences are to be defrayed and disbursed.		li. 1620	—	—

Note, That this account serveth but for a publick Minister or Agitator of a foreign Prince or Lord, but may be of great use and benefit towards the ordering of his Domestick affairs and concernment, receipts and disbursements; for in comparing but his disbursments at any time with this account, he very easily can make calculation, how much he may enlarge his Train, or reduce his Charges and Expences, and so reform and order things accordingly, as he shall see cause.

1658

Mr. *Edward Holt* is *Debtor.*

March.	27	To *John Faithfull* Steward of the Houshold li. 50. for so much paid him upon account, as by acquittance —— ——	16	50	—	—
April.	4	To the same Steward li. 100. paid him more as before by my order, as by his acquittance —— —— ——	16	100	—	—
September.	20	To the same Steward li. 50. for paid him by my order upon his account more in part as before —— —— ——	16	50	—	—
November.	30	To the same Steward li. 110. 18 s. for paid him by my order, in full of all his Bills delivered —— —— ——	16	110	18	—
				li. 310	18	—

In this manner of account for the Taylor you may keep if you please all other accounts of Baker, Brewer, Butcher, Shoemaker, Vintner, Grocer and the like, that give any Credit towards defraying of your Charges and Expences, crediting them from time to time for the things you had of them by your appointment, according to their bills examined and approved; and if you see cause to pay them any thing at their request or by your own accord, cause it to be paid unto them by your Steward or Attorny, then you may charge their account, and credit *Cash* or the Partie that paid it for the same sum of money.

1658		of the United *Netherlands* are *Creditors.* *folio*	34	li.	s.	d.
January.	5	By *Cash* li. 500. remitted hither from *Amsterdam* by the Treasurer of the Exchequer Mr. *de Geer*, by their Lordships order, towards defraying of Charges in a Commission received here in *England*, at 20 Rixdollers allowance *per diem*; I say received in part of Mr. *de Visher* —— —— ——	13	500	—	—
May.	27	By *Cash* li. 200. remitted as before, for part of my allowance received of Mr. *Books* —— —— —— —— ——	13	200	—	—
July.	31	By *Cash* li. 450. received as before of Mr. *Peter de Putt* ——	13	450	—	—
September.	6	By *Cash* li. 300. received more as before of Mr. *Corselis* ——	13	300	—	—
December.	1	By *Cash* li. 170. received more as before of Mr. *William Boeve*, in full of a years allowance —— —— ——	14	170	—	—
			li.	1620	—	—

But in case such publick Ministers receive Commissions, as usually it is done, concerning Trade of other private Men, then I shall refer them to the accounts of the Factors, Wares, Commodities and Bills of Exchange, where they will be satisfied more at large.

1658

Creditor.

January.	19	By *Charges* and *Expences* li. 20. 19. 10. for 3 Suits of my Sons, as by his Bill delivered —— —— —— —— ——	21	20	19	10
February.	2	By *Charges* and *Expences* li. 31. 18. for mourning Suits and Coats of my 5 Servants, Pages and Foot-men, as by his Bill delivered—	21	31	18	—
March.	7	By *Charges* and *Expences* li. 112. for the Liveries of 6 Persons in mourning, as by his Bill delivered —— ——	21	112	—	—
June.	27	By *Account Particular* li. 17. 14. 10. for a black Suit of fine Holland-cloth for my self, as by his Bill —— —— ——	19	17	14	10
August.	29	By the same Account li. 15. 5. 4. for a French Suit, as by his Bill, being for my own use —— —— ——	19	15	5	4
October.	26	By the same Account li. 113. for 2 Suits, *viz.* one of gray Cloth at 17 li. and another laced with Gold at 96 li. as by his Bill delivered —— —— —— —— —— —— ——	19	113	—	—
			li.	310	18	—

ever observing at the receipt of any thing from them that you credit their account by the very cause and end it is intended and used, as are *Charges* and *Expences*, *Account Particular*, or any other Account whatsoever, which accordingly you are to charge for the same consideration; and if paid, then charge their Particular Account, and credit the Party that paid it by your appointment in the same manner and consideration.

1658		*Gain* and *Loſs* is *Debtor.*	*folio*	li.	s.	d.
February.	7	To ſeveral *Ships* at Sea li. 5700. for the loſs of the *Fortune* taken in her voyage to the *Levant* by the Spaniards, valued li. 4500. and for Charges and Expences had by Mr. *James Truſty* at *Dover* Factor to fit her out li. 1200. as by his account, ſee *folio* —	12	5700	—	—
March.	25	To Sir *John Ireland* Knight li. 60. for a years Intereſt of li. 1000. Principal at 6 *per Centum* — — —	4	60	—	—
October.	1	To *Account Particular* l. 50. for two Stone-Horſes preſented unto the Lord N. N. — — — —	20	50	—	—
November.	10	To Mr. *Honeſt* the Steward of the Manours li. 182. 15. 8. for ſeveral Houſhold-ſtuff and Proviſion, with other Expences, as alſo for a years Wages at 100 li. — —	18	182	15	8
December.	30	To *John Faithfull* Steward of the Houſhold li. 100. for his yearly allowance — — — — — — —	16	100	—	—
	—	To *Charges* and *Expences* li. 3937. 3. 10. paid and laid out this year about my Houſe-keeping, and defraying of my domeſtick occaſions — — — —	22	3937	3	10
	31	To the *Stock* li. 11928. 12. for the proceed of this account, being the improvement of the *Stock* this year, gained by the bleſſing of God beſides and above all Charges and Expences already reduced — — — —	2	11928	12	—
			li.	21958	11	6

Concerning this account of *Gain* and *Loſs* there were much to be ſpoken of it, ſeeing it one of the chief and principal Pillars that ſupporteth the whole Architecture, beautifieth and adorneth the entire Body, and is as it were the onely Soul and Life thereof, and the ſole exaltation of this *Amphithalami* and Myſtical Art: but to be brief, I ſhall but ſay that the *Debet* thereof refereth to the *Loſs*, and the *Credit* referreth to the *Gain* of the *Stock*, ſeeming as it were to have a nigh coherence and ſympathy with the nature of the Original or Hebrew-tongue, that bends it ſelf from the Right Hand towards the Left; and therefore is to be noted, when you loſe any thing by any of the ſeveral accounts within your Book, as the ſame Loſs will appear in the *Credit* of that account, ſo by conſequence it muſt be viſible in *Debet* of this account; and to the contrary, when you gain or advance any thing by any of your ſeveral accounts, as the ſame Gain or Profit will be apparent in the *Debet* of that account, ſo it needs muſt be viſible in *Credit* of this account: and for which cauſe as your Books are kept punctual, and you being curious to know from time to time what you did gain and advance with your *Stock* beſides and above all Charges and Expences, you need but take a ſmall piece of Paper and draw the total Sum of this account, and then reduce both Loſs and Expences from Gain, the ſurplus or proceed of Gain will be the Increaſe and augmentation of the *Stock*, which will be found and perceived in the virtue and ſtrength of the ſeveral parcels and members thereof, centring in their operation to *Ceſſ* as the heart and nouriſhment of thoſe members, and altogether concurring and adminiſtring to the entire body the *Stock*.

1658		*Creditor.*	*folio*	li.	s.	d.
February.	6	By *Goods* and *Commodities* for my particular account li. 80. 16. for advance of 100 laſt Pitch and Tarr —— ——	25	80	16	—
March.	25	By Sir *Thomas Vincent* Knight li. 30. for a years intereſt of 500 li. principal at *6 per Centum* —— —— ——	3	30	—	—
·	—	By the *State* of *England* li. 2640. for 8 years intereſt of li. 5500. Principal at *6 per Centum* —— —— ——	7	2640	—	—
·	30	By the *Manor* and *Forreſt* of *Increaſe* li. 100. for a quarter years improvement thereof —— —— ——	7	100	—	—
April.	5	By ſeveral *Goods* and *Houſes* l. 2030 for Leaſe and Revenues received thereof —— —— —— ——	9	2030	—	—
June.	31	By the *Manor* and *Foreſt* of *Increaſe* li. 100. for a quarter years improvement and profit —— —— ——	7	100	—	—
July.	2	By the *Manor* of *Speedwell* li. 250. for 6 months improvement and profit —— —— —— ——	5	250	—	—
September.	8	By *Goods* and *Commodities* for account particular li. 396. 3. 2. for advance of 100 pieces of woollen Cloth —— ——	25	396	3	2
·	30	By the *Manor* and *Foreſt* of *Increaſe* li. 100. for a quarter years improvement and profit —— —— ——	7	100	—	—
November.	2	By *Account Particular* li. 180. for a Chain of Gold with a medal of his *Highneſs* Effigies, as a Preſent —— —— ——	19	180	—	—
·	31	By *Wares* for account of Mr. *Goodtrade* li. 145. 1. 7. for Proviſion, Courtage, and Port of Letters —— —— ——	27	145	1	7
December.	2	By *Adventure-land* in *Ireland* li. 332. 15. 8. for this years improvement and advance —— —— —— ——	ſee *folio* 29	332	15	8
·	—	By ſeveral *Goods* and *Houſes* li. 805. for this years improvement, Rent and Revenues, gained —— —— ——	9	805	—	—
·	21	By ſeveral *Ships* at *Sea* li. 12240. for this years adventure and gain by them made in their ſeveral Voyages and Prizes at *Sea* ——	11	12240	—	—
·	27	By Bills of Exchange l. 358. 15. 1. for advance ſince *September* laſt ——	39	358	15	1
·	30	By the *Manour* and *Foreſt* of *Increaſe* li. 100. for a quarter years improvement gained and advanced —— ——	7	100	—	—
·	—	By the *Farmery* of *Paywell* li. 200. for a years Intereſt of 5000 li. according to allowance of the *State* —— ——	31	200	—	—
·	—	By the *Lords States* of the united *Netherlands* li. 1620. for a years allowance, as by a Commiſſion from their High and Mighty Lordſhips, dated at the *Hague* the 28*th* of *December*, 1657 ——	33	1620	—	—
·	31	By the *Manour* of *Speedwell* li. 250. for half a years improvement gained and advanced. —— —— —— ——	5	250	—	—
				li. 21958	11	6

1658 | Mr. *Andrews* Baker is *Debtor.* | *folio* | 37 | li. | s. | d.

June. 9 | To *Wares* for account of Mr. *Good-trade* of *Dantzick* li. 850. for 1000 quarters of Wheat at 17 s. *per* quarter, payable within 6 months time, having given ſufficient ſecurity thereof —— | 28 | 850 | — | —

12 | To the ſame account l. 533. 4. for 50 barrels of Pot-aſhes, weighing 248 *Centos neat* at 43 s. *per Centum*, payable according to the 1000 quarters of Wheat —— —— —— | 28 | 533 | 4 | —

September. 14 | To the ſame account li. 400. for 500 quarters of Wheat at 16 s. *per* quarter, payable on the 14*th* of *November* next coming, having given good ſecuration thereof —— —— | 28 | 400 | — | —

| li | 1783 | 4 | —

Note, That this Baker bought ſuch and ſuch a parcel of Wares or Commodities from you, upon condition to pay it within the ſpace of a limitted time, and therefore becomes in the mean time a lawfull Debtor unto you untill payment be made, and then is of right to be credited for ſo much paid either in part or in full, untill altogether be diſcharged and the account finiſhed. Theſe Wares now as they are put here to his Charge, ſo upon its proper account *folio* 28. (as you are to ſpecifie within the two ſecond lines on the page where that Account or Creditor of ſuch a parcel is to be found) they muſt ſtand credited for the ſame parcel, as being alienated and ſeparated from the reſt ſtill in being of theſe Wares, to the end you may ſee at any time by this account how much is ſold or remaining of it without going to the Warehouſe or weighing and removing them over again, and ſo make calculation or draw accounts when you pleaſe: and ſeeing ſuch account, as this is one, ſerving chiefly for memory ſake, to ſee withall what Wares they had of, and when they will be paid unto you, to the end you may govern your ſelf according to your other occaſions at the prefixed time of receipt thereof: as alſo to have a neceſſary Debtor unto that parcel of Wares ſo alienated and ſeparated from the reſt of that account credited in your Book as for *Gain* or *Loſs*, hath no reference to ſuch Debtors if they be punctual of time and payment, that being comprehended by the other account of Wares or the Creditor thereof, unleſs there ſhould appear ſome neglect or defect.

1658.		*Creditor.*	*folio*	38	li.	s.	d.
November.	10	By *Caſh* li. 850. for 1000 quarters of Wheat at 17 s. *per* quarter, as in Contra paid this day —— —— ——		41	850	—	—
	13	By *Caſh* li. 400. paid in part upon account for the 50 barrels of Pot-aſhes on the other ſide —— —— ——		41	400	—	—
	15	By *Caſh* li. 133.4. paid in full of the ſaid Pot-aſhes due on the 12 of this Inſtant Month paſt —— —— —— ——		41	133	4	—
	20	By *Caſh* li. 200. paid in part of the 400 li. for 500 quarters of Wheat at 16 s. in the Contra —— —— ——		41	200	—	—
	24	By *Caſh* li. 200. paid in full of all accounts and demands to this day —— —— —— —— —— ——		41	200	—	—
				li	1783	4	—

defect either in agreement and payment, or in the Wares and Commodities. In which caſe Agio or Intereſt may be added unto, or elſe Tarra and Rabat be reduced from the parcel of money or Commodity (for which he ſtands indebted) as Principal Creditor to your Book, under the name and title of *Gain* and *Loſs*. To ſum up all together in one, he is a Debtor to Wares for ſuch a Conſideration, and at the time of punctual payment he is a Creditor by Caſh; whereas to the contrary Wares becomes a Creditor by, and Caſh a Debtor to him.

1658.		*Bills* of *Exchange* are *Debtors.* *folio* 39	li.	s.	d.
January.	32	To Mr. *James Truſty* li. 2400. for ſeveral double Bills, (as *primo* and *ſecundo*) which he drew upon Mr. *Alonſo*, being together 12000 Ducatoons of *Venice* at 48 pence ſterling *per* Ducat or 24 great current of *Venice*, payable at uſe unto my order, which Bills I endorſed and aſſigned to be paid unto Mr. *Bernardo*, with order to reduce his charges and proviſion thereof, and to remit the Proceed unto *Mr. Carvaſal* at *Naples* according to the courſe of Exchange, which was performed as followeth--			
		Alonzo paid unto *Bernardo* the 20*th* of *October* Ducatoons 12000			
		Bernardo reduced his proviſion at $\frac{1}{2}$ *per Cent.* is 60 Ducatoons, with Courtage and Poſtage 2 Ducatoons, together 62 Ducatoons — 62			
		Reſting Ducatoons 11938			
		which proceed of Ducatoons 11938.			
		Bernardo at *Venice* remits unto *Carvaſal* at *Naples* the 21 of *October* payable at ſight 101 Ducatoons, for 100 Ducatoons at *Naples*, with order to reduce his Charges, as alſo proviſion, and to remit the proceed and Balance thereof unto my ſelf or order and Aſſigns, according to the courſe of Exchange, which being done as followeth,			
		Carvaſall at *Naples* received of *Dandallo* at *Naples* (for the draught of *Eleazer* of *Venice*) being remitted by *Bernardo* of *Venice* as aforeſaid the 30 of *October*—Ducatoons 11819. 80			
		Reducing for Port of Letters and Courtage Ducatoons 12. 20 Granos, and for his proviſion $\frac{2}{3}$ *per Centum*, Ducatoons 81 — 93. 20.			
		Reſting Duc. 11914			
		which proceed of Ducatoons 11914.			
		Carvaſal paid unto *Faukon* at *Naples* the 1 of *November*, for double Bills of Exchange, payable by Mr. *Guner* of *London*, at uſance unto my ſelf or order at 68 d. *per* Ducat or 100 Granos, which Bills he remitted hither as in the Contra received.			
December.	25	To *Caſh* li. 3284. 7. 7. paid for the draught in the *Credit* unto Alderman *Sidenham* for 10354 Crowns at 83 d. Sterling drawn by *Olimphas* of *Genua* the 25 of *November* at *Uſo valuta*, received of *Torquano*	42	3284	7 7
	26	To *Caſh* li. 7. 10. paid during this intercourſe of theſe Bills, for Courtage, Poſtage and other Charges from the 20 of *September* untill now	42	7	10 —
	27	To *Gain* and *Loſs* li. 358. 15. 1. for advance of thoſe Bills ſince *September* laſt, gained by the bleſſing of God	36	358	15 1
			li.	6050	12 8

1658		Creditors.	folio	li.	s.	d.
September.	20	By *Cash* li. 2675. for 12000 Ducatoons drawn upon *Fernando Horacy* of *Lisbone* in several Bills at 53½ d. sterling for a Ducat or 400 Reals current money, payable at use unto the order of *John Kernell*, (who paid it this day here in *London*) with order unto the said *Horacy*, to add his Charges and provision thereunto, and to draw the Totals upon Mr. *Laurence Masanelo* of *Sevile* according to the course of Exchange, which was done as followeth, *Horacy* in honour of the Bills paid unto the order of *Kendall* at *Lixa* the 22*th* of *October*. — Ducatoons 12000 adding thereunto for Courtage and Port of Letters Ducatoons 10. and for his Provision ½ *per Centum* is 40 Ducatoons, together — — Ducatoons 50	41	2675	—	—
		Total Ducatoons 12050 which total sum *Horacy* of *Lixa* draws upon *Masanelo* of *Sevile*, the 23*th* of *October* at 100 Ducatoons of *Lixa* for 100 Ducatoons in *Sevile*, payable at 3 days sight unto the order of *Palavicini*, with order to add his Charges as also Provision, and to draw the total of these moneys paid upon *Nicolas Olimphas* of *Genua*, according to the course of Exchange, the value he having received of *Palavicini*, which was done as followeth. *Masanelo* of *Sevile* in honour of the Bills paid unto the order of *Palavicini* the said total sum drawn upon him by *Horacy* of *Lixa* the 13 of *November* — Ducatoons 11036.346 adding thereunto for Courtage and Postage 11 Ducatoons, as also for Provision ½ *per Cent.* is Ducatoons 48. 75 Marvados, 375 being a Duc. is together — — — — Ducatoons 59.75				
		Total Duc. 11096.46 which total sum of Duc. 11096. 46. according to order *Masanelo* of *Sevile* draws upon *Nicolas Olimphas* of *Genua*, at 442 marvados of *Sevile* for a Crown or 68 sols of *Genua*, payable at 4 days sight unto the order of *Richardo*, with order to add his Charges and Provision, and to draw the total upon my self or order of *London*, according to the course of Exchange, *Valuta* received of *Richardo* at *Sevile*. *Nicholas Olimphas* of *Genua* in honour of those Bills paid unto the order of *Richardo* at *Genua* as aforesaid the 24 of *November* — Crowns 9416. 26 adding for Courtages and Provision — Crowns 80. 42				
		Total Crowns 9497.— which total sum of Crowns 9497. (according to order received) *Olimphas* of *Genua* draws upon me the 25 of *November* at 83 d. sterling *per* Crown, payable at use unto Alderman *Sidenham*, *Valuta* received at *Genua* of *Torquano*.				
December.	3	By *Cash* li. 3375. 12. 8. received for the remiss of Mr. *Trustie's* Bills of Exchange, payable by Mr. *Guner* of *London*, made by *Faukon* at *Naples* the 1 of *November*, at *Uso valuta* received of *Carvasal* who remitted them hither, as in the *Contra*, Ducatoons 11914. at 68 d. *per* Ducat — — —	41	3375	12	8
			li.	6050	12	8

1658		*Cash*, (under the Custody of Mr. *Rich. Gold-coin* in *Lombard-street* Jeweller) *is Debtor. fol.*	41	li.	s.	d.
September.	7	To transport of *folio* — — — — — — —	13	18871	—	2
.	8	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer by order of the *States* — — — — —	32	100	—	—
.	20	To *Bills* of *Exchange*, received of *John Kernel* for a draught of *Lisbona* of 12000 Ducatoons at 53½ d. — — —	40	2675	—	—
October.	16	To *Wares* for account of Mr. *Good-trade*, received of Mr. *Potter* for 50 Barrels of Pot-ashes — — — —	28	5109	—	—
.	30	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer by order of the *States* — — — — —	32	300	—	—
November.	2	To *James Trustie* of *Dover* Factor, received of Mr. *Ludewick* by his order, and for his account — — — —	24	420	15	8
.	4	To *Account Particular*, received of Mr. *Boon-companion* for money lent him — — — — —	20	50	—	—
.	10	To *Andrews* Baker, received for 1000 quarters of Wheat sold 6 months agoe — — — — — —	38	850	—	—
.	13	To the same Baker, received in part for 50 Barrels of Pot-ashes sold 6 months agoe — — — — —	38	400	—	—
.	15	To the same Baker received in full of the said 50 Barrels of Pot-ashes	38	1334	—	—
.	—	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer by order of the *States* — — — — —	32	50	—	—
.	20	To the same Account, received as before — — —	32	50	—	—
.	—	To *Andrews* Baker, received in part for 500 quarters of Wheat sold the 14*th* of *September* — — — — —	38	200	—	—
.	24	To the same Baker, received in full of his account — —	38	200	—	—
.	30	To *Wares* for account of Mr. *Good-trade*, received of Mr. *Glasier* for 50 Barrels of Pot-ashes — — — —	28	502	—	—
December.	1	To the *Lords States* of the united *Netherlands*, received in full of a years allowance of Mr. *Boeve* — — — —	34	170	—	—
.	3	To *Bills* of *Exchange*, received of Mr. *Guner*, for a Bill remitted from *Naples* by *Carvasal*, 11964 Duc. at 68 d. — —	40	3375	12	8
.	5	To several Ships at Sea, received for prize goods — —	12	6000	—	—
.	—	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer of this *Farmery* by order of the *States* — — —	32	100	—	—
.	20	To the same Account received as before — — —	32	70	—	—
.	23	To *James Trustie* of *Dover* Factor, received of Shipper *Hill* for his account sent hither — — — — —	24	4500	—	—
.	25	To the same Account, received as before, in full for a years allowance from the *State* — — — —	32	30	—	—
.	28	To the same Factor, received of Mr. *Boeve*, for his account —	24	1259	8	—
			li.	40817	9	6

This Account being the onely Arteries, Wheels and Veins of the whole Body and Stock is by no means to be idle, but ought to be ever at Work and Motions, either by one improvement or other, which you think most advantageous and conducible to your good and profit; in as much as in things spiritual true faith must ever be at Motions by Work and Charity, *&c.* and yet as it is not Work but free Grace that causes Salvation, so it is not *Cash* it self but *Credit* that is occasioned by it, which causeth Profit and Satisfaction. And thus having a full or experimental understanding, and quick insight

1658		*Cash* is *Creditor*.	*folio*	li.	s.	d.
September.	7	By Transport of *folio* —— —— —— ——	14	13537	10	5
	8	By *Goods* and *Commodities*, paid for Charges and Expences of 100 pieces of Woollen Cloth —— —— —— ——	25	20	—	—
November.	11	By Mr. *James Trusty* of *Dover* Factor, paid for Charges and Expences about a Pack of Cloth —— —— —— ——	23	20	15	8
	18	By *Faithfull* Steward of the Houshold, paid for defraying of my Domestick affairs and Charges —— —— ——	15	1348	4	—
December.	2	By *Wares* for account of Mr. *Good-trade*, paid unto Mr. *Equal* for double Bills of Exchange remitted to *Amsterdam* ——	27	2290	6	6
	25	By *Bills* of *Exchange*, paid unto Alderman *Sidenham* for a draught of *Genua* of 10354 Crowns at 83 d. —— ——	39	3284	7	7
	26	By the same account, paid for Charges and Expences during the intercourse of the said Bills —— —— ——	39	7	10	—
	31	By *Balance* L[a] A. l. 20308. 15. 4. for transport of this account upon a new Volume L[a] B —— ——	43	20308	15	4
			li.	40817	9	6

insight of things both Spiritual and Temporal, you very easily will set your affairs on wheels and motions, either in one way or other, to the improvement and benefit both of Soul and Body, diligently observing those Rules and Prescripts of the Mind or Sense in the other Members of the Body: in order whereunto Note that *Cash* will be Debtor to all those moneys which at any times are paid by, or received of others and put into it; and that in the contrary, *Cash* will be Creditor for all those monies which at any time are paid by, or received by others, and disbursed out of it: and as *Cash* is now either Debtor or Creditor, then it is to be considered, to or by whom she is occasioned to be indebted or credited, whose account in your Book is to be charged of *Cash* credit, or to be credited of *Cash* Debet, and thither you are to convey the same Sum you have either paid or received for such and such an account, as is here represented, to the *Farmary* of *Paywell*, to *Bills* of *Exchange*, to *Wares*, &c. by *Goods* and *Commodities*, by Mr. *James Trusty*, by *Faithfull* Steward, &c. which having performed punctually, you can at any time calculate upon a Paper apart, concerning the Receipts and Disbursements, Increase and Decrease of your *Cash*; and so order and regulate your other affairs and the improvement of the *Stock* according as you shall see cause and need in the Filling, Emptying, Distemper, Cure, Vertue and Credit thereof.

1658		*Balance* L[a] A is *Debtor.*	*folio*	43	li.	s.	d.
December.	31	To the *Manor* of *Speedwell* within the County of *Suceſſe* ——		6	5000	—	—
.	—	To the *Manor* and *Foreſt* of *Increaſe* in *Somerſet* ——		8	4000	—	—
.	—	To ſeveral *Goods* and *Houſes* lying in and about *London* ——		10	15000	—	—
.	—	To ſeveral *Ships* at *Sea*, *viz.* the *Hope* and *Good-adventure* ——		12	9000	—	—
.	—	To *Account Particular* —— —— —— ——		20	619	16	8
.	—	To *Adventure-land* in *Ireland* —— —— ——		30	3000	—	—
.	1	To the *Farmery* of *Paywell* —— —— ——		32	4000	—	—
.	—	To *Caſh*, under cuſtody of Mr. *Richard Goodcoin* —— ——		42	20308	15	4
				li.	60928	12	—

For underſtanding of the *Balance*, it will be neceſſary that you are quick-ſighted and punctual in your affairs. And firſt, as you have kept your Book in order as is preſcribed, untill either ſuch or ſuch an intended time is expired, or that your Book is filled with Writings, and drawing to a period or Balance, then as you are minded to tranſport thoſe Debtors and Creditors, whoſe accounts do not poize in their own *Debet* and *Credit*, from that Book as Litera A. upon a new Volume as Litera B. you will take a general Survey and Examination of all and ſingular the Accounts in that Book Litera A. contained, whether they are kept punctually from time to time, yea or no, where any neglect or defect appears, which will be diſcovered by the direction of the points in the firſt line, or by comparing the *Debet* with the *Credit* throughout the whole Book, as alſo by the ending time of every page, and the juſt courſe thereof conſidered; beſides that, it may be perceived by thoſe Accounts, Bills, Notes and Certificates of your Debtors and Creditors, which you ſhall find either to be wanting or loſt, or elſe not inſerted and ſtated into their reſpective Accounts of that Book, in which caſe you can eaſily reform defects, and perfect what is amiſs, or add what is wanting: and having done ſo, take a ſheet of Paper, and begin from the firſt account of your Book, and add the ſeveral ſums together, firſt in *Debet*, and then in *Credit*, which total Sum now of them both, either *Debet* or *Credit*, exceeds the other, for ſo much as the proceed or ſurplus will be, you are to Note upon that Paper, as a perfect Liſt of all and ſingular the Debtors on the one ſide,

1658		*Balance* L[a] A. *is Creditor.*	*folio*	44	li.	s.	d.
December.	31	By the *Stock* —— —— —— —— ——		1	60928	12	—

ſide, and on the other page the Creditors; and in ſuch a manner run over the whole Book, from the firſt to the laſt account, leaving thoſe untouched which you ſhall find either ſhut or poized both in *Debet* and *Credit*, onely noting and extracting thoſe whoſe *Debet* ſurpaſſes their *Credit* in number, or whoſe *Credit* exceeds their *Debet*, as aforeſaid. Which being done accordingly, you will ſee whether your Book is kept well yea or no, by the Counter-poizing and comparing of the Total ſum of all the Debtors with the Total ſum of all the Creditors of the whole Book; for if but the leaſt penny ſhould vary in both ſums, your Book could not be accounted juſt and lawfull, untill the Errour or Tranſgreſſion were diſcovered by examining and ſearching it over again, and ſo remedied and corrected. Which having all performed and finiſhed by that ſheet of Paper ſincerely and uprightly, you may confidently goe on in balancing the Book it ſelf, without fearing to commit any farther fault or errour, and ſo Tranſport thoſe Debtors and Creditors from the Balance L[a] A. unto the new Volume L[a] B. placing and diſtributing them according as you ſhall ſee cauſe and convenient, and proceed from time to time in managing and ordering them as you did formerly in the firſt Book, untill that ſecond Book be filled alſo, and then it may be brought to a third as L[a] C. and ſo continued for ever. And thus, if at any time you deſire to ſee the Total Members and Branches of your Stock, and which of them are ſound or corrupt, quick or diſtempered, profitable or unprofitable, perfect or imperfect, Note, thoſe Members or Branches you will perceive and diſcern by the Extract and Account or Balance, which you ſhall draw out of your Book upon a particular Paper onely, for your Rule and Advice in remedying, and curing, or cutting and deſtroying of them.

Fiſhing (as it were) at their doors. And ſuch is the Bleſſing of Almighty God, that above ſix hundred thouſand Laſts of Fiſh are taken yearly in the Dominions of the King of Great *Britain* only, omitting the quantity of Fiſh taken in *Denmark* Seas, *Ruſſia*, *New-found-land*, *Spain*, *Italy* and other Dominions.

The Fiſhing is lawful, ſenſible and profitable.

And here I am to make a little abridgment of the collections of one *Tobias Gentleman*, a Fiſher-man, who made a Treatiſe touching the ſame, intituled *Englands way to win wealth, and to imploy Ships and Mariners*, proving firſt, the lawfulneſs of it by his Majeſties Subjects of Great *Britain*, ſecondly how feaſible it is for them by the exemplary actions of other Nations, that have nothing growing in their own Land for that uſe, but are conſtrained to fetch all out of other Countries; laſtly, that the Trade of Fiſhing is profitable, by the ſucceſs ſeen with the *Hollanders*, being rich and opulent, notwithſtanding their long Wars, and which themſelves do call to be their chiefeſt Trade and Principal Gold-mine, whereby many thouſands of their people of Trades and Occupations are ſet on work, maintained, and do proſper, as may be ſeen by their Proclamation annexed to the ſaid Treatiſe.

Proclamation of the States of the united Provinces.

Hereupon he ſheweth, that about Mid-*May* they make ready their Buſſes, and Fiſher-fleets, and by the firſt of *June* (their Stile) they are ſeen to ſail out of the *Maſe*, *Texel*, and the *Vly*, a thouſand Sail together for to catch Herrings in the North Seas, being moſt of them Ships of 120 or 100 Tuns, and the other 60 Tuns or thereabouts; having in them 24 men, and ſome 16, and 20 in every Ship; and they continue their courſe North-Weſt and by North, until they arrive at the Iſle of *Shotland*, which is the Dominion of the King of Great *Britain*, and the greateſt Iſland of the *Orcades*, and lies in the height of 60 degrees of Northerly Latitude. And by the 14 day of *June* (which is by their Law a time limited to lay their Nets) they begin to Fiſh, and do never leave the Skoals of Herrings, but come along amongſt them, following 500 miles in length, lading their Ships twice or thrice before they come to *Yarmouth*, ſending them away by the Merchants Ships that ſend them Victuals, Barrels, and more Salt and Nets, if they need any; which Ships are called Yagers, that is to ſay, Hunters or Dogger-boats, and theſe Ships do carry them, and ſell them in the Eaſt-countries, ſome to *Riga* and *Revel*, ſome to the *Narve*, *Ruſſia*, *Stockholm*, and all *Poland*, *Pruſſia*, *Pomerland*, *Lituania*, *Statin*, *Lubek*, and *Denmark*: Returning Hemp, Flax, Cordage, Cables, Iron, Corn, Soap-aſhes, Wax, Wainſcot, Clapbord, Pitch, Tar, Deals, Hoops, and other Commodities, with plenty of mony; and for *France*, they ſend for *Burdeaux*, *Rochel*, *Nantes*, *Morliaix*, and *San Mallous*, *Caen* in *Normandy*, *Roan*, *Paris*, *Amiens*, and all *Picardy*, and *Calice*, with the *Low-Countries* of the Arch-duke of *Auſtria*, reconciled with the King of *Spain*, returning other Commodities and Monies for the provenue of their Fiſh. For by their Laws all thoſe Herrings that they do catch in *Yarmouth* Seas, from *Bartholomew* tide until Saint *Andrew* (which are Rope-ſick) they may not bring home into *Holland*; and theſe they ſell unto *Yarmouth* men for ready Mony.

The ſituation of *Shetland*-Iſle.

Places to ſell Herrings.

Their Fiſhing for Cod and Lings continually is done with ſmaller Ships (of 40 Tun burthen) called Pinks and Wellboats, and all this is done with ſo good order and proviſion, that by night and day all is ſupplied, and the Fiſh taken off Inſtantly. And of mine own knowledge, they are ſo conſtant in their Fiſhing, that they are contented to have one good year for Fiſhing in ſeven years. All Fiſhermen are provided for, and their wives at home cannot want; for in their care, they may be compared to *Joſeph* in *Egypt*, providing for the time of Famine.

Good orders in the Fiſhing Trade.

They have beſides all this (continually in the ſeaſon) another Fleet of Fiſher-men (called Flyboats) which are in number ſome two hundred or more, and theſe be at the North-Eaſt of *Shotland*, having ſmall boats with them, called Cobles, and by means of them Lings are taken in great abundance, which they do not Barrel, but ſplet and Salt them in the Ships Bulk. To ſay nothing of freſh Fiſh, and other pretty obſervations of the ſaid *Tobias Gentleman*, let us note the commodious Fiſher-towns of *England*, as *Colcheſter*, *Harwich*, *Orford Alborough*, *Donwich*, *Walderſwike*, *Sould*, *Yarmouth*, *Blackney*, *Wells*, *Linne*, *Boſton*, and *Hull* by him named (where-

Commodious Towns for Fiſhing in *England*.

unto

unto I may add *Scarborough*, *Harlepole*, *Whitby*, *Marsk*, *Stockton*, *Gysborough*, *New-castle*, and other places in the North. And it is to be much admired that this trade hath been ſo long neglected: Howbeit ſome are of opinion, that it would hinder much the trade of Cloth, if Fiſhing were intertained, eſpecially in the return of our Commodities, and that the Priviledges granted to divers Societies (as the Merchants Adventurers, *Eaſt-land*, and *Ruſſia* Merchants) ſhould be infringed thereby, and ſo both Trades cannot ſubſiſt together. The firſt objection to the fiſhing trade.

Others ſay, that other Nations are more Painful ond Induſtrious than we can be, and have more skill in the Cutting, Packing, and Salting of the Fiſh; and which is more, they can ſend away their Fiſh (and pay no Fraight) by their Ships going (otherwiſe) empty for Corn and Salt; for they pay but four Shillings for a Laſt, which is drinking Mony. And the *Hamburgers* having heretofore imitated the *Hollanders* to Fiſh with Buſſes for Herrings, after five or ſix years tryal, have been compelled to abandon the Fiſhing, and ſuffer their Ships to lie by the wall rotting, becauſe they found a loſs, and that the *Hollander* did outſell them, having the better and cheaper Fiſh; and the like would befall *England*, as ſome have already found. The ſecoud objection.

To theſe two objections, the one being Domeſtick, and the other Forrein, I make this anſwer; which is referred to the judicious Reader.

That the trade of Cloth ſhould be hindred by the Fiſhing trade, is not probable, being a diſtinct Commodity which ſerveth for the Belly, and the other for the Back, and both are ſold by us and other Nations in one or more places, and we both make our returns homewards by Commodities, Mony, and Exchange for Monies by Bills; ſo that the difference of the Perſons maketh not any ſolid argument: For if we return Commodities for Commodities, and they return Monies, we may return both the one and the other, having means more than ſufficient to maintain the trades, conſidering the great ſums of Money delivered at intereſt, although the Mony *in Specie* be wanting, which by theſe means would be ſupplyed. And concerning the Priviledges granted to ſeveral Societies, it will be eaſie to reconcile them by good orders to be obſerved in the Fiſhing trade; wherein all men of ſeveral companies may participate, and the general good is always to be preferred before the particular, and that Society which is againſt the common good ought not to be admitted or continued for any private reſpect. Anſwer to the firſt.

To the ſecond Objection, that other Nations are more Painful and Induſtrious, and have more skill in the Cutting, Salting, and Packing of Fiſh, and pay no fraight for the tranſportation of their Fiſh: Suppoſe it be ſo as you ſay for the preſent, yet you cannot deny but that the ſame may be amended by uſe and Cuſtom, ſeeing our people can indure all Climates and hardineſs as well as others, and by good orders and gain, may be allured to undertake Labour and Pains, when want breedeth induſtry, and gain is like a ſecond life. Anſwer to the ſecond.

The managing to make Fiſh more Merchantable and vendible, may be learned of others in time, and for wages men will be procured that ſhall teach others; we know that the Proverb is true, *Omne principium grave*. The like may be ſaid touching the fraight of Shipping, which in proceſs of time may be had in the ſame manner, if the Coaſt Towns of *England* were made and appropriated to be the Ware-houſes or Magaſins for the groſs Commodities of thoſe Countries where the Herrings are ſold: For the Situation of *England* is far more commodious to ſend away the ſaid Commodities for all other Countries, and in divers places at all times and ſeaſons of the year; when their Countries are Frozen for many Months together, or want many times Wind and Weather to perform their Voyages, which was the cauſe that the *Hamburgers* could not conveniently continue their Fiſhing trade, as is alledged.

Having anſwered ſufficiently (as I hope) the two main objections againſt the Fiſhing trade, let us now examine the benefit of it, by the calculation made by the ſaid Gentlemen. Now to ſhew truly, ſaith he, what the charge of a Buſs will be, with all her furniture, as Maſts, Sails, Anchors, Cables, and with all her Fiſhers implements and appurtenances at the firſt provided all new, is a great charge, ſhe being between The whole charge of a Buſs.

thirty and forty Laſt, will coſt five hundred pounds, and may continue twenty years with ſmall coſt and reparations: but the yearly ſlite and wear of her tackle and warropes, with her Nets, will coſt eighty Pounds.

And the whole Charge for the keeping of her at Sea, for the whole Summer or three Voyages, for the filling of a hundred Laſt of Cask or Barrels.

	£		
100 Laſt of Barrels	72	A hundred Laſt of Barrels filled and ſold at 10 pounds the Laſt, is	1000 £ 00
For Salt four Months	88		
Beer four Months	42		
For Bread four Months	21		
Bacon and Butter	18	The Charge deducted	335 00
For Peaſe and Billets	6	Gotten	665 00
For mens Wages four Months	88		
	335		

The Profit of one Buſs.

Here (ſaith he) plainly appeareth that there is gotten 665 Pounds in one Summer; whereof, if you deduct 100 Pounds for the wearing of the Ship, and the reparations of her Nets againſt the next Summer, yet ſtill there is 565 £ remaining for clear gains by one Buſs, for one year, rating the Herrings ſold but at ten Pound the Laſt, which is commonly ſold by the Hollanders at *Dantzick* for fifteen and twenty Pounds.

Of a Pink.

The charge of a Pink of eighteen or twenty Laſt, making fifteen Laſt of Barrel Fiſh, he accounted accordingly to coſt 260 £, and the Proviſion and Wages to be for two Months 57 £, and the Laſt ſold at 14 £ 8 *s.* or 24 *s.* the Barrel, there is reſting gain for fifteen Laſt of Barrel-fiſh, 158 £.

He hath noted moreover, that beſides the Hollanders, the Frenchmen of *Picardy* have alſo a hundred Sail of Fiſhermen, only for Herrings, on His Majeſties Seas, every year in the Summer Seaſon, and they are almoſt like Buſſes, but they have not any Gagers to come unto them; but they lade themſelves, and return home twice every year, and find great profit by their making of two Voyages yearly.

Exhortation for the fiſhing Trade.

And hereupon he concludeth with an exhortation to all Noble, Worſhipful, and Wealthy Subjects, to put to their adventuring and helping hands for the ſpeedy launching and floating forward of this great good Common-wealth buſineſs, for the ſtrengthening of His Majeſties Dominions with two principal Pillars, which is, with plenty of Coin, brought in for Fiſh and Herrings from forreign Nations, and alſo for the encreaſing of Mariners againſt all forreign Invaſions, and for the bettering of Trades, and ſetting of thouſands of poor and idle people on work.

But now returning to the lawfulneſs of Fiſhing, wherein we are to obſerve, That albeit Hunting, Hawking, and Fiſhing, be of one kind, as ſubject to a like Law and Liberty, becauſe that any wild Beaſt, Fowl, or Fiſh, being once taken by any Man, commonly it becometh his own proper by the Law of Nations, yet there is a difference between theſe three; and although Hunting and Hawking be almoſt every where lawful, yet Fiſhing is forbidden in other Mens Ponds, Stanks, and Lakes, as comparable to Theft.

Statute Laws of England, Scotland, *and* Ireland, *concerning Fiſhing.*

THe ſeveral Statutes of theſe Kingdoms have eſtabliſhed good Orders concerning the Fiſhing Trade, whereunto relation may be had, containing in ſubſtance the Ordinances to build Ships and Boats, and appointing of certain times for Fiſhing, and then only to Fiſh upon pain, not only of Forfeitures and Fines, but Death alſo, according to the manner of Offence made, and contempt of thoſe Decrees and Ordinances.

Prohibiting (for the encreaſe of Fiſhes) the making, ſetting, and uſing of Crows, Yarrs,

Yarrs, Dams, Ditches, Tramlets, Parkings, Dyking in any Waters where the Sea Ebbs and Flows: and albeit ſome are permitted to lay Nets, and to make Wears, yet muſt he keep the Saturdays ſlop, that is, to lift the ſame from Saturday in the Afternoon until Munday. And he is to make each ſpace or meſh of his Nets three Inches wide, except for taking of Smelts, and other Fiſh which will never be bigger, and the ſame is to be ſet upon the Water, that the mid-ſtream may have the ſpace of ſix Foot wide, upon pain of five Pounds.

The priviledges of Fiſhers.

And concerning the Fiſhers ſafety and priviledges, it is provided, That all Ships Sailing to catch Herrings, ſhall (during the taking of them) let down Sail after day-light is paſt, and let their Anchor fall, and keep Watch with Lanthorn and Light until the day light appear, leaſt otherwiſe the poor Fiſhers ſhould be over-run, and their Nets broken.

It is alſo provided, That Fiſhers ſhall not hurt one another, and the meaſure of their Nets are limited in length and breadth: and alſo that no drag-net be ſet before *March*, nor upon deeper Water than fourteen Fathom.

Alſo that they ſhall be honeſt and true, and not lie to their Neighbours, being asked concerning the length and depth of their Ropes or Tews when they are in driving; neither ſhall they wittingly or willingly ſuffer their Tews to ſlit and run over one another, under pain of ten Pounds for every offence.

That till Sun-ſet on Sunday, no man lay nor hale Nets or great Lines, or exerciſe any labour, upon pain as aforeſaid.

Laws of *Scotland* for Fiſhes taken.

And for the encouraging of Fiſhers in the North and Weſt Iſles of *Scotland*, there is a Statute prohibiting all exactions to be taken of them, but only the King's Cuſtom, upon pain to be found a manifeſt Oppreſſor. And concerning Fiſhers and Dealers or Traffickers with Fiſhes, it is alſo ordained, That not only all Fiſh ſlain and taken near the Coaſt of *Scotland* be brought to the Market places, where the taker dwelleth, or the neareſt place thereunto, but alſo all the Fiſhes taken in the North, or Weſt Iſles, or Forts, to be brought directly to the Towns where the Fiſhers dwell, to the end, the Country be firſt ſerved and the Fiſh offered to the Market places, from which none may carry them to pack and pile, but only between the hours of eleven and two in the afternoon, upon pain of forfeiture of the ſame. In which Markets it is lawful to the Provoſt and Bailiffs to ſet down prices, and to compel the Packer and Piller to ſell again for the need of the ſubjects; which being done, they may tranſport the remainder where they will: And if they commit any contempt, then their Fiſh is forfeited, two parts to the King and the third to the Magiſtrate.

Barrelling of Fiſhes

In like manner concerning the barrelling of Fiſhes, it is ordained that the meaſures preſcribed of old ſhall be kept,, namely, each barrel of Herrings, or of white Fiſh, to be of twelve Gallons; and the barrel of Salmon of fourteen Gallons, according to the meaſure of *Hamborough*, upon pain of forfeiture, and five pounds to be levied from the Cooper, and therefore hoop Irons to be made in each Town for the trial and gaging thereof. All which concerneth the Law of Merchants, and the particular knowledge of every one of them.

The fiſhing of New-found-land.

Let us now remember in this place the fiſhing of New-found-land, and the Whale fiſhing, with the Profit and Commodities of the ſame, as they are obſerved by the aforeſaid Captain *Whitebourne*, who affirmed upon his own Knowledge, That the French Biſcains, and Portugals, can make two voyages yearly to New-found-land, with 400 ſayl of Ships, and get thereby an incredible wealth; beſides Engliſh Ships, whereof he ſaith, That in the year 1615, there was 250 ſayl of Ships great and ſmall, the Burthens and Tunnage he eſteemed to be one with another 15000 Tuns, at 60 Tuns, and 20 Men and Boys to every one; therein were imployed above 5000 perſons, by whoſe means there was taken by every Ship, above ſix ſcore thouſand Fiſh and five Tuns of Trayn Oyl, which being brought into *England*, *France*, or *Spain*, and ſold after the rate of four pounds for every thouſand of Fiſh, and 120 Fiſhes to the hundred, will amount to ſix ſcore thouſand pounds, which is not above one penny a Fiſh. The Trayn Oyl amounting to 1250 Tuns, at 12 ℔. amounted to 15000 pounds; ſo the total

ſale

ſale was 135 thouſand pounds, omitting to reckon the over prices, which were made and gotten by the ſale thereof in Forrein Countries. The conſideration (that all this and the like wealth procured by Fiſhing, is done by the Labour and Induſtry of men, with exportation of Mony and Exchange, or other Commodities to be commuted or battered for them) is worthy the obſervation, and by the trade of it Monies are to be had plenteouſly, and all Forrain Commodities alſo, to the inriching of Common-weals, where many numbers of people are ſet on work and relieved; as Bakers, Brewers, Coopers, Ship-wrights, and Carpenters, Smiths, Netmakers, Ropemakers, Linemakers, Hoopmakers, Pullymakers, and many other trades to make the neceſſary proviſion of the Fiſhing Voyages; wherein the lame, impotent, and all poor people may have imployment for their maintenance.

Neceſſary points to be conſidered touching the Fiſhing trade.

Touching the Whale Fiſhing, eſpecially in *Green-land*, for the making of Train Oyl; the ſame is much augmented by ſeveral Nations, ſince that the *Biſcayners* and *Bayoneſes* have taught the manner of taking of them, caſting harping Irons into their unwieldy great bodies, when they are on ſhore for want of Water, otherwiſe very nimble in the Seas: For they have a great feeling, and their Fleſh is viſcoſite or Oyly, apt for ſwimming, and as ſoon as the Harping Irons have ſtrucken them, they run towards the bottom above a hundred Fathoms deep, as the Lines (which are faſtened thereunto will give way. So that ſometimes it will be above two hours before they come up (being ordinarily above twenty foot in length) and then being hoyſed up to the Stern of the Ship, the Fleſh is pared off, and ſwimmeth upon the Seas, and the Rump of the Body is letten fall again, and then the Fleſh boyled, and preſſed, maketh Train Oyle, which yielde good benefit, if the Voyage be not overchaged by expences. For prevention whereof, let us note the proportion for the Victualling of Fifty men for eight Months, of a Ship of 200 Tuns, and caſt Merchants or Fiſhermens account accordingly, for the greater or leſſer number of perſons, or the longer or ſhorter time of Victualling, more or leſs alſo in price, 50 men are 12 ½ Meſſes, being four to a Meſs by diſtribution.

Green-Land fiſhing.

The manner of Whale catching.

A proportion for victualling of Ships.

	℔.	*s.*	*d.*
Bisket a pound *per* day to a man, is 120 Quintals, at 9 *s*	47	16	0
Syder and Beer, one Hogſhead a day, with Cask Iron bound, 12 Tuns, at 50 *s.* and 48 Tuns cask, at 20 *s.* more 25 Tuns of Beer, at 50 *s.* and 35 Tuns Syder, at 50 *s.* is	180	0	0
Water cask new, and Iron bound 10 Tuns, at 45 *s.*	22	10	0
Beef two pound *per* day, is 100 ℔ weight for three days a week, is in all 96 days, and 8500 and 3 quarters, at 26 *s.* the hundred, is	111	0	0
Cask Iron bound, 500 weight in a Hogſhead repacked, and Salt	12	0	0
6000 *New-found-land* Fiſh, at 4 ℔ 10 *s.* with the Cask, is	27	0	0
24 Buſhels of Peaſe, 20 Buſhels of Oat-meal, two Barrels of Oyl	14	12	0
Butter ſix Firkins, Cheeſe ½ ℔ a day, *Aquavitæ* and Vinegar	60	0	0
Candles, Platters, Chirurgions Cheſts, &c.	65	0	0
	539	18	0

Which ſaid ſum of 539 ℔ 18 *s.* amounteth about 28 *s.* a man for every month, beſides the Ships Fraight and mens Wages, which may be agreed upon diverſly. And commonly the Company is permitted to have one third, the Owners of the Ship one third, and the Merchant or Merchandize one third: All other incident charges to be born accordingly between them, whereof Indentures of Covenants are made.

Having reſerved to intreat of this important buſineſs of Fiſhng, in the end of this firſt part of *Lex Mercatoria*, concerning Commodities, which are compared to the Body

Body of Traffick, together with the Sea-Laws obſerved therein, with all other cuſtoms of Commerce: Let us now proceed to the Second part, touching Moneys, being the Soul of Traffick, which in times paſt were noted to be raiſed by the Fiſhing Trade (now ſo much neglected) appertaining to the Kingdoms of *Great Britain* and *Ireland*, as hath been ſhewed, even by original Antiquity. The correſpondence and long entercourſe between the Society of Goldſmiths and Fiſhmongers alludeth hereunto: For St. *Dunſtan* the Biſhop, termed to be the Patron of the Company of Goldſmiths, had no other Elixir or Philoſophers-ſtone than the Gold and Silver which by the benefit of Fiſhing was obtained, whereby the Kingdoms Plate and Bullion was procured: for the advancement of which Fiſhing Trade, he did adviſe, That three Fiſh-days ought to be kept in every Week, which cauſed alſo more abſtinence: and hence the Proverb came, *That St.* Dunſtan *took the Devil by the Noſe with his Pinchers.* Which cuſtom, if it were better obſerved with us, would prove very beneficial to the State and Common-wealth.

The alluſion of St. *Dunſtan.*

The End of the Firſt Part.

THE

The Second Part OF LEX MERCATORIA,

Or the Ancient LAW-MERCHANT:

Concerning Moneys, compared to the Soul of *Traffick* and *Commerce.*

WE have already compared the three Simples or Eſſential parts of Traffick, namely, Commodities, Money, and Exchange of Moneys, unto the Body, Soul, and Spirit; and in our firſt part of *Lex Mercatoria*, treated of Commodities as the Body of Traffick, with the dependences thereupon, as being properly the cauſes of Commerce, with their Effects, Adjuncts, and Accidents; which method we are now alſo to obſerve in this ſecond part of the *Law-Merchant*, concerning Moneys compared to the Soul, which infuſeth Life into Traffick, by the means of Equality and Equity, preventing advantage between Buyers and Sellers. And becauſe Money is made of Metals, whereof we have not ſpoken in the Chapter of the Commodities, whereby Commerce is maintained, here we are to begin with the very Original of Metals and Mines, as a matter worthy the knowledge of Merchants and others.

Pecuaria, non Pecuniaria.

Thebeginning of Moneys.

Publica menſura.

Firſt, we find that when Commodities began much to abound in the World, all manner of Metal, as Gold, Silver, Copper, Tin, Lead, and Iron, grew into greater eſtimation, as being fit and more durable for preſervation; and ſo the pureſt and fineſt Metal moſt eſteemed. At which time the Riches of Men was notwithſtanding deſcribed to conſiſt of Cattle, Commodities, and other Movables; and there was a Commutation of Commodities, as hath been declared, which was found to be very cumberſome, and did require much carriage of Wares up and down, from one Countrey to another; by reaſon whereof Money was deviſed to be Coined, to be the Rule and Square, whereby all other things ſhould receive Eſtimation and Price, and (as it were) become a meaſure whereby the Price of all things might be ſet, to maintain a certain evenhood or equality in buying and ſelling; and the ſame to have its ſtanding valuation only by publick authority, to the end that all things might equally paſs by Trade from one man to another.

Denominati-on of Money.

Concerning the denomination of Money, it is derived of *Moneta*, which proceedeth *a monendo*, to ſhew you the name of the Prince; *vel nummi nota*, and conſequently the price of the piece of Coin by his Authority made, ſtamped and valued.

Pecus fuit Pecuniæ fundamentum.

Pecunia is derived *a Pecude*, of Cattel, as of Sheep and Oxen, the figure whereof was Coined thereupon, *Nummus*, *a numerando*, *vel nomine*, of the name of the Prince ſtamped upon it; and alſo ſo called, *Carolus*, Guildren or Floren; ſo a Ducat, of *Ducatus*, the name of a Duke; and in times paſt, being called *Stipendium*, was *à Stipe & pendo*, before the ſame was Coined with a ſtamp, but made and weighed, being Silver, as the Cicle of the Hebrews.

The Romans, in times paſt, uſed Copper Moneys, calling their Exchequer *Ærarium*. So in *Germany* it is called *Argentarium*, of the Silver, and being kept at *Straſbourg*

burg, that City is called *Argentina.* The firſt Silver Moneys coyned was the 484 year of the Foundation of *Rome*; and the Coins of Gold was ſixty and two years after that. Since the Foundation of *Rome* until the year of 1622 are 2373 years.

The Sterling Standard of the Moneys of *England* was firſt coined at a place ſo called, by *Osbright*, a Saxon King of *England*, above ſeven hundred years ſince; at which time an ounce of Silver was divided into twenty Pieces, and ſo eſteemed twenty Pence (as who ſhould ſay) ſo many Pieces, which ſo continued by denomination until King *Henry* the ſixth's time, who in regard of the inhancing of Moneys in forreign parts) valued the ſame at thirty Pence. But there was more Pieces made out of the ſaid Ounce, and the former Pieces went for three halfpence until the time of King *Edward* the fourth, and then they were currant for two pence, and the ſaid King did value the ſaid Ounce at 40 Pence; until king *Henry* the eighth did value the Ounce of Sterling Silver at 45 Pence, and ſo continued till King *Edward* the ſixth, and until Queen *Elizabeth* her time, and then the very ſame Piece, or the ſame Penny, was valued at three pence, and ſo did all threepences (coined by the ſaid Queen) weigh but a Penny-weight, and the Sixpence two Penny-weight, and accordingly the Shilling and other Pieces, which made the Ounce to be valued at 60 Pence, or five Shillings, whereof twelve Ounces make the Pound *Troy* weight, which remained divided nevertheleſs in 20 Penny-weight; for the ſaid Ounce, being ſtill the ſame in weight, did retain the ſame name, and 24 Grains alſo for every Penny-weight; and according to the ſaid Pound-weight is the fineneſs of Silver alſo divided: for if it be all pure Silver without any Copper, called Allay, it is juſtly called twelve Ounces fine, becauſe that Pound weighed twelve Ounces, and hath no mixture in it; and ſo every Ounce is conſequently 20 Penny-weight in fineneſs, and every Penny-weight is 24 Grains in fineneſs.

Sterling Standard altered in the valuation.

The Pound Troy divided by weight.

The Pound of Silver divided in Fineneſs.

The fineneſs of Gold is twenty and four Carrats, and every Carrat, is four Grains in fineneſs, and was heretofore accounted two Carrats for an Ounce of Silver. And all monies of Gold and Silver do participate of this fineneſs, according to their ſubſtance which maketh their Standards hereafter, whereby the Sterling Standard containeth eleven Ounces and two Penny weight of fine Silver, and eighteen Penny weight of Copper: And our Angel Gold holdeth 23 Carrats, 3 Grains and one half, and half a Grain of Allay, as ſhall be hereafter more amply declared, together with the proportion between Gold and Silver.

Fineneſs of Gold.

Let us now ſpeak of the properties of Monies in the courſe of Traffique, and make the effects thereof apparent.

The properties of Monies.

The firſt property is, That plenty of Mony maketh generally all things dear, and ſcarcity of Mony maketh generally things good cheap: Whereas particularly Commodities are alſo dear or good cheap, according to plenty or ſcarcity of the Commodities themſelves, and the uſe of them. Mony then (as the blood in the body) containeth the Soul which infuſeth life: for if Mony be wanting, Traffique doth decreaſe, although Commodities be abundant and good cheap: And on the contrary, If Monies be plentiful Commerce increaſeth, although Commodities be ſcarce, and the price thereof is thereby more advanced. Nay, by Mony a Trade is made for the imployment of it both at home and abroad: For thoſe Countries where things are good cheap are deſtitute of Trade, and want Monies; and although things for the belly are good cheap, there is leſs benefit to be made by Merchants.

According to plenty and ſcarcity of Mony then generally Commodities become dear or good cheap, and ſo it came to paſs of late years, that every thing is inhaunced in price, by the abundance of Bullion and Monies which came from the *Weſt-Indies* into *Europe*; which like unto an Ocean hath divided her courſe into ſeveral branches through all Countries, and the Mony it ſelf being already by valuation as aforeſaid, cauſed the Meaſure to be made leſſer, whereby the number did encreaſe to make up the tale, being augmented by denomination from twenty to ſixty, or of thoſe latter years from forty to ſixty.

The Ocean of Monies.

So that plenty of Mony concurring herein made every thing dearer, and eſpecially the Forreign Commodities, as we have noted before; which cauſed ſome men to be of opinion, that our Monies ſhould be more inhanced as it were, ſtriving therein to exceed other Nations: Wherein they are far from the Mark, for if that were done not only all the Forreign Commodities would be dearer, but alſo our home Commodities, howbeit only in name. The like would happen if Monies were by allay of Copper embaſed, as experience hath proved in the time of King *Henry* the Eight, and of later years in the Realm of *Ireland*: So that we ſee the Proverb to be true, *That the unknown diſeaſe putteth out the Phyſitians Eye.* The plenty of Mony required muſt be, not with a conſideration that we have, or may ſeem to have more Mony than in times paſt; but according to the preſent great quantity and abundance of Monies now found in all Countries, which in effect have more proportionable part thereof than *England* hath. Neither was Mony more plentiful when an Ounce of Silver was valued but 20 pence (judging of Mony as we do of Commodities, either dear or good cheap according to the price) for Mony muſt be ſtill the meaſure, and over-ruleth the courſe of Commodities. Howbeit Exchange of Monies is predominant over Commodities and Monies, as ſhall be declared hereafter.

Alteration of Mony alters the price of things.

The ſecond property of Mony, proceeding from the operation of Uſury deviſed thereupon, (whereby the meaſure is ingroſſed and alſo falſified) is, that the rate of Uſury is becom the meaſure whereby all men Trade, Purchaſe, Build, Plant,, or any other ways Bargain, and conſequently all things depending upon the premiſſes, are ruled and governed accordingly, as in the Chapter of Uſury Politique is declared, to the decreaſe of Traffique and Trade.

The Operation of Mony by the rate of Uſury.

The laſt property of Mony is, To have an internal value in ſubſtance, whereupon the Exchanges of Mony are grounded; inſomuch that in Countries where the tranſportation of Mony is prohibited, and Merchants ſtrangers and others are commanded to make their returns in Commodities, or by exchange, if the Monies be baſe, or of Copper, the value in Exchange will be made accordingly, to the utter overthrow ſo all Commerce; for Monies will have ſubſtantial value.

Monies will have ſubſtantial value really.

Thus much for an introduction concerning Monies. Now let us begin from the Original of Metals, and ſo deſcend to the particulars and accidents.

CHAP. I.

Of the Eſſence or Exiſtence of Metals.

ALl Philoſophers, by the light of Nature and long obſervation have determined, That the ſperm or ſeed of all things, created of the four elements, doth in a ſecret manner lowre within the two elements of water and Earth; and that Nature doth continually work to produce perfect things, but is hindred therein by accidental cauſes, which are the begetters of Corruption and Imperfection of all things, whereby we have variety of things which are delectable to the Spirit of Man. Herein they obſerve the operation of the Sun and Moon, and the other Planets and Stars, in the generation of all things which either have a being or exiſtence, as the Elements have; or a being and life, as vegetable Trees or Plants; or a Being, Life, and Senſe, as Beaſts, Birds, and other Living Creatures; or a Being, Life, Senſe, and Reaſon, as Man hath, and all reaſonable Creatures: Which knowledge and Wiſdom, no doubt; the Holy Prophet *Moſes* did learn amongſt the *Egyptians*. But had theſe Philoſophers read the Book of *Moſes*, * of Creation and Generation, they would not have aſcribed the guiding and conducting of all natural things to the two Leaders, namely the Stars and Nature.

Vegetative, Senſitive, and Rational.

Act. 7. 22.

* *Geneſis.*

ture. Hence it proceedeth that amongſt vegetable things (which have a Being and life they reckon all Metals, which have their beginning from Sulphur and Mercury, *tanquam ex patre & matre*; which meeting and concurring together in the Veins of the earth, do ingender through the heat and quality of the Climat, by an aſſidual concoction, according to the nature of the earth wherein they meet, which being either good and pure, or ſtinking and corrupt, produceth the diverſity of the Metals of Gold, Silver, Copper, Tin, Lead, and Iron, in their ſeveral Natures: And hereupon they have aſſigned them under their diſtinct Planets to be Benevolent or Malevolent; as Lead under *Saturn*, Tin under *Jupiter*, Iron under *Mars*, Gold under *Sol*, Copper under *Venus*, Quick-ſilver under *Mercury*, and Silver under *Luna*. So *Mercury* or Quick-ſilver is one of the ſeven Metals, which being volatile, and by his volubility running with every one, is in nature as they are, either good or evil: And howſoever they have placed Tin under the benevolent Planet *Jupiter*, experience hath proved unto us that Tin is the Poyſon of all Metals. Sulphur is excluded, which they ſay is of two colours, being white and corrupt in the Silver, which therefore falleth away, but red and pure in the Gold, and therefore permanent.

The Planets of Metals.

Theſe diverſities of Metals being come to paſs by accidental cauſes, is the cauſe that Art (being Natures Ape by imitation) hath endeavoured to perform that wherein Nature was hindred: Whereupon *Ariſtotle* ſaith, *Facilius eſt deſtruere Accidentale, quam Eſſentiale:* So that the Accidental being deſtroyed, the Eſſential remains, which ſhould be pure.

But this cannot be done without projection of the Elixir or Quinteſſence upon Metals. Hence proceedeth the Study of all the Philoſophers to make their miraculous Stone, which I confeſs is very pleaſant, and full of expectation, when a man ſeeth the true and perfect tranſmutation of Metals, Lead and Iron into Copper, the Ore of Lead into Quick-ſilver or Mercury, with a ſmall charge to a very great profit, as it hath been made for me, until the maker of it died, within three months after he had made almoſt 4000 pound weight, as good as any Natural Mercury could be, and that in ſix weeks time.

Tranſmutation of Metals.

To return to our Philoſophers, concerning the Eſſence of Metals, they have been tranſcended in the knowledge thereof, for they ſhew the generation of Sulphur and Mercury in this manner.

The Exhalations of the Earth being cold and dry, and the vapours of the Seas being cold and moiſt, according to their natures aſcending and meeting in a due proportion and equality, and falling upon ſome hilly and mountainous Country, where the influence of the Sun and Moon have continual operation, are the cauſe of generation; or properly from it is Sulphur ingendred, penetrating into the earth where there are veins of water, and there they congeal into Gold or Silver, or into the Ores of Silver, Copper, and all other Metals, participating or holding always ſome little mixture of the beſt, or being in nature better or worſe according to the ſaid accidental cauſes. So that they do attribute the generation to the operation of the influences of the Sun and Moon; where the Book of God ſheweth us the Creation of all things in Heaven and Earth, and the furniture thereof. The earth (being the dry part of the Globe of the World) did appear and was made the third day, containing in it the Ores of all Metals and Minerals; whereas the Sun and Moon were created afterward on the fourth day, whoſe operation was incident to the things created, but not before. In like manner (ſay they) are Diamonds, Rubies, and other precious Stones ingendred, according to the purity of the matter, and the portionable participation of every Element therein: If the Exhalations (being ſubtil) do ſuperabound and prevail over the vapours, then hereof is Sulphur ingendered: And if this ſubtil Exhalation be mixed with the moiſt vapors, and wanteth decoction, as being in a very cold place, it becomes Mercury or Quick-ſilver, which can indure no heat or fire at all.

The Eſſence of Sulphur and Mercury.

Exhalations. Vapors, &c.

The firſt Metal mentioned in the holy Scripture is Gold, which was found in the River Piſon, running through the Garden of Eden into the Countrey of Havilah, where Gold doth grow, and this was in the Eaſt. According to which obſervation, all the

Gen. 2. 11. Gold groweth

veins of Mines run from East toward West, with the course of the Sun, as shall be more declared.

Prima materia vel Mercurius Philosopporum.

To this argument appertaineth the Philosophical study of *Prima Materia*, to be found out by experience for the great work of *Lapis Philosophorum*, by the operation of the Sun in seven years. The practice whereof was made about forty years since, by a *German* Doctor of Physick, at *Dantzick* in the East countries (as I have been informed by a friend of mine who was also a Physitian) and was done in this manner, according to the bigness of the body of the Sun, being 166 times bigger than the whole Globe of the Earth and Water, making the circumference of the World. Whereupon he took 166 Vials or Glasses, wherein he did put of all the Ores of Metals and Minerals, and other things which had any Affinity with Minerals, and some of them mixed, and calcined of all them, and closing or nipping up all the Glasses by Fire, he did expose them to the Sun in an eminent place, for and during the said time of 7 years, and found thereby (as it was reported) *Prima Materia*, which was reduced to seven Glasses; howsoever, it was certain that he grew very Rich, and bought above an hundred houses in that City before he died. Which was an occasion that my friend (imitating him) did likewise place not far from *London* seven Glasses, with Calcined Metals and Minerals, upon a house top, against the back of a Chimney, where the repercussion of the Sun did work upon them, which was admirable to behold from six Months to six Months, not only by the Sublimation of Colours, very variable and Celestial, but also of the rare alteration of the Stuff, being sometimes liquid, another time dry, or part of it moist, ascending and descending very strange to behold, as my self have seen divers times from year to year. Some had been there two, three, four, five, and one almost seven years, the colour whereof had been yellow, then white in the superficies, then as black as pitch, afterwards dark red, with Stars of Gold in the upper part of the Glass, and at last of the Colour of Oranges, or Lemons, and the substance almost dry. Many were the questions between him and me, but he was confident that there was the Elixir, how beit very doubtful that he should never enjoy the same; and it came so to pass, for after a long sickness he died of a burning Ague, and a Gentleman gave a sum of Mony to his Wife for that Glass, whereof I have not heard any thing these seven years. In this Glass he would shew me the working of this Quintessence, according to the description of *Ripley*, who he was assured had the *Lapis*, and so had Fryer *Bacon*, and *Norton* of *Bristol*: *Kelley* had by his saying some little part to make Projection, but it was not of his own making. The charge to make it was little or nothing to speak of, and might be done in seven months, if a man did begin it on the right day. The twelve operations of *Ripley*, he declared unto me were but six, and then it resteth; for, saith he, all Philosophers have darkened the study of this blessed Work, which God hath revealed to a few humble and charitable men. Calcination, Dissolution, and Separation are but one, and so is Conjunction and Putrefaction; likewise Cibation and Fermentation; then followeth Congelation; and at last Multiplication and Projection, which are also but one. For my own part, seeing that no man can be perfect in any one Science, I hold it not amiss for a man to have knowledge in most or in all things: For by this Study of Alchymy, men may attain to many good experiments of Distillations Chymical, Fire-works, and other excellent Observations in Nature; which being far from Merchants profession, I hope shall not give offence to the Reader of this Book, seeing it is but in one Chapter accidentally handled. Neither will I crave pardon of the Muses as it were, insinuating to the world to have a far greater knowledge in these tryals or conclusions. But to satisfy the curiosity of some, that it may be with a gaping mouth expect to understand somwhat of the Stuff put into these Glasses; I may say as I was informed, That in some was the Calcined Ore of Silver and Gold, in some other Mercury Calcined, and Sulphur in some other; Arsnick for the Air, Sulphur for the Fire, Mercury for the Water, and Sea-cole for the Earth, were put all together as the four Elements. In some other Glass was Vitriol and Orpiment, and what more I do not now remember: Concluding, That where Nature giveth Ability, Art giveth Facility.

Lapis Philosophorum.

Ripley twelve gates.

I

I have read all the Books of *Paracelſus* that I could find hitherto, and in his Book *De Tranſmutatione Rerum* I do find to this purpoſe the Obſervations following, concurring with my friends opinion concerning *Ripley*'s 12 Diviſions, compriſed into ſix, and the ſeventh is the matter it ſelf, and the labour or working reſteth, wherewith I do end this Chapter, and proceed to the ſurer ground of the Mines of Metals.

Omne quod in Frigore ſolvitur, continet aereum ſpiritum Salis, quem in ſublimatione vel diſtillatione acquirit & aſſumit.

Omne quod in Frigore vel Aere ſolvitur, iterum calore Ignis coagulatur in Pulverem vel Lapidem. Solutio vero Caloris, ſolvit omnia pinguia & omnia Sulphurea: Et quicquid Calor ignis ſolvit, hoc coagulat Frigus in maſſam, & quicquid calor coagulat, hoc ſolvit rurſus Aer & Frigor.

Gradus ad Tranſmutationem ſunt ſeptem.

Calcinatio, Sublimatio, Solutio, Putrefactio, Diſtillatio, Coagulatio, & Tinctura.

Sub gradus Calcinationis comprehenduntur Reverberatio & Cementatio.

Sub Sublimatione, Exaltatio, Elevatio, & Fixatio.

Sub Solutione, Diſſolutio & Reſolutio.

Sub Putrefactione, Digeſtio & Circulatio, qui tranſmutat Colores, ſeparat purum ab impuro: purum ſuperius, impurum inferius.

Sub diſtillatione, Aſcenſio, Lavatio, & Fixatio.

Coagulatio eſt duplex; una Aeris, altera Ignis.

Tinctura tingit totum corpus, & eſt fermentum maſſæ farinaceæ & panis.

Secundum eſt, Quod calidius liqueſcunt, eo celerius, Tinctura tranſcurrit, ſicut Fermentum penetrat, & totam maſſam acetoſitate inficit, &c.

Sequitur Mortificatio & Fixatio Sulphuris, & in Libro de Reſuſcitatione Rerum, Reductio Metallorum in Mercurium vivum.

CAAP. II.

Of Mines Royal.

THe Mines called Royal are only of Gold, Silver, and Copper, of which three Metals Princes have made choice to make their Monies, ſimple or mixed, as ſhall be hereafter declared. But fora-much as Silver is found in the Lead-Mines, and that the Silver-Mines have their Ores mixt with hard Lead alſo, it hapneth many times that there are great queſtions about theſe Mines, when Princes will claim their intereſt in ſome Lead Mines, becauſe they are rich in Silver, as of late years between Queen *Elizabeth* and the Earl of *Northumberland*, as you may read in Mr. *Plowden*'s Commentary of Book Caſes, where it was adjudged, That if a Mine be found Richer in Silver of more value within the Ore, than of Lead, all charges of the working of both Metals being fully paid, the Prince may claim the ſame to be a Mine Royal: wherein muſt be had great adviſement, ſome Ore in one place being richer than other Ore in another place of the ſame Mine, whereof we may handle in his proper place of other Mines.

Beginning therefore with Gold the moſt precious Metal, let us obſerve, That the ſame is found in Hills, Rivers, and in the Earth, but not mixt in Ore, as Silver, Copper, and other Metals. That which is found in Rivers is the fineſt, as containing leſs corruption, and is all of one goodneſs otherwiſe. There is Maiden Gold, ſo called becauſe it was never in the Fire. Naturally all Gold hath a little Silver in it, as alſo ſome Copper, and coming out of the ground it is ſoft, and doth harden by the Air. Such Gold as hath no need to be refined, but may be uſed according to his fineneſs in works Gold Mines.

works, or to make Mony, is called *Aurum obrison* : Such was the Gold which Sir *Bevis Bulmer* Knight brought out of *Scotland*, found in the Sands of the Rivers near to the Gold Mines of *Crayford Moore*, which was above 22 Carrats fine, and better than the *French* Crown Gold. I saw some 18 Ounces of it which was in big Grains, some like peaſe found out by the Shepherds, by whoſe means that place hath been diſcovered in the later time of Queen *Elizabeth*. Some other Gold hath been found out alſo in *Scotland* within a white Spar, wherein it groweth, near the ſuperficies of the Earth, and runs into ſmall veins like pins, fit to be refined by Quick-ſilver from the Spar, becauſe it is as pure Gold as any found in *Africa* or *Barbary*, which we call Angel Gold, holding but half a grain of *Allay*. I have ſeen the like Spar of Gold which was found in *England* in the County of *Lincoln* at *Brickel-hill* neer *Spilsby* by *Lincoln*.

Crayford Moore in Scotland.

Brickel Hill in England.

But neither this place or any other are lookt into, for the reaſons hereafter declared being right worthy to be regarded with a curious Eye and an induſtrious underſtanding; and conſequently many other, whereof this Monarchy of great *Britain* is really bleſſed, and eſpecially *Scotland*, where much barren ground is: For God in his divine wiſdom doth countervail the ſaid Barrenneſs of the Soil, with the riches contained within the Bowels of the Earth, as in fertile ground with the Corn and Fruits growing upon the ſuperficies thereof: Which may ſerve us for an obſervation, eſpecially where we find Rivers of Water running about the hilly places in dales, which the *Spaniards* did ſo much regard in the *Weſt-Indies*, ſeeking after Mines, that in all places where they found not the ſame, they preſently gave over the ſearch after them.

An obſervation to find out any Mines.

Gold doth come out of many Countries, as out of the Mountains in *Bohemia*, Rivers of *Panonia* in *Hungary*, out of the Kingdom of *Sweden*, but it is all exhauſted. There was wont to come out of *Spain* of the Rivers and Mountains above twenty thouſand pound weight yearly, which is worth above 800000 pounds Sterling; but there is none found now. In the Iſland of *Santo Domingo* all is exhauſted alſo; and ſo will it be in *Peru*, and the *Weſt-Indies*: It is more like to continue in *Africa* and *Barbary*, becauſe of the Climate, albeit that *Hungary* in *Pannonia* lyeth under fifty and three degrees, and is a colder Climat than ours, and nevertheleſs hath yielded abundance of Gold ſince the year 1527, until the year 1568, as by a certain record appeareth, which was kept thereof. The King of *Spain* was wont to have from *Caſtle de Min* (upon the Coaſt of *Africa*) about eighty thouſand pounds worth every year, which is now almoſt decreaſed to one half: And all along that Coaſt, the *Hollanders* and the *French* Merchants complain of the ſmall quantity now extant, or there to be found, to make return of their Commodities (Hides and Wax being not ſo plentiful as in times paſt.) Turky is hindred alſo to have ſuch quantity of Gold as in times paſt came out of *Perſia* unto them.

Cold Climates have abounded with Gold.

Of the Gold of Ophir, we hear but a diſcourſe of old obſervation; That *Solomon* had the Gold from that place to beautifie the Temple of *Jeruſalem*, and his Pallace. This is held to be the Iſland of *Sumatra* or *Taprobana*, being the greateſt of all the Oriental Iſlands, and is divided from the firm Land of *Malacca* by a ſtrait and dangerous ſea, by reaſon of many Iſlands and Cliffs that are within it. It lyeth under nine Degrees on the South ſide of the Line, which no doubt is very rich of Mines of Gold, Silver, and Copper. The *Hollanders* did touch there in the firſt Voyage they made for the *Eaſt-Indies*, where the Inhabitants make excellent Braſs Pieces, and are opulent in all things. But I never have yet heard of any Gold brought from thence, neither from the Iſland of *Java Major*, which lyeth right over the Iſland of *Sumatra*, on the South ſide of the *Equinoctial* Line, which may be, hereafter ſhall appear; for out of all doubt mens Treaſures are hourded up in Gold in many places. It is recorded that *David* left in Gold (beſides Silver) 180 Millions Sterling, according to the Calculation: But *Solomon* left behind him but one tenth part of that, namely eighteen Millions.

Gold of *Ophir*.

The Situation of *Sumatra*.

Silver is always found more abundantly, becauſe the number of Silver Mines found in divers Countries, and for that all Lead Mines contain ſome Silver, eſpecially the poor Lead Mines, the Ore whereof yields but ſmall quantity of Lead, either 25 or 30 lb weight in one hundred of Ore; and that Silver likewiſe containeth ſome

Silver Mines.

Gold,

Gold, found ſometimes to be three or four Ounces in one hundred pound weight, beſides the Copper in the Silver Ore.

The Silver Mines of *Hungary* and *Bohemia*, as alſo *Sweaden*, are drawn out, but do continue in *Germany* (in many places) which have properly the Silver Ore of the Celeſtial Colour, with fine Grains gliſtring like little Stars. In *Saxony* the Mines are Richer: ſo are the Mines of the *Severſtal* Mountains, which have continually yielded ſix or eight thouſand pound weight a year, but are wrought upon at leiſure. *Severſtal* Silver Mines.

The Mines in the *Weſt-Indies* are the principal in quantity of Poor Ore, where many hands make light work. For the King of *Spain* doth divide his grounds by proportion to his Subjects to work for him, allowing them Mony and Quick-Silver to ſeparate the Silver from the droſſy ſubſtance, and they muſt pay him again in Silver after a certain rate; and were it not for the quantity of Ore, the Silver would be very little. For I am aſſured by the information of one *Don Rodrigo de Cordua* of the houſe of *Toledo*, a Knight who had lived in the *Weſt-Indies* many years, and attended the great Mine of *Potoſie*, that the Ore thereof containeth not above 1 ½ ounce of Silver in a hundred: The like was affirmed by a *Portugal* called *Antonio Diaz*, who had dwelt two and thirty years in the ſaid *Weſt-Indies*. I was Interpreter between our Soveraign Lord *James*, and the ſaid *Antonio*, when he made the trial of the Silver Ore of *Scotland* in the Tower of *London* with Quick-Silver before the King, and did inform his Majeſty hereof; as alſo that the beſt Silver Mine that ever was wrought upon in the *Weſt-Indies*, did not contain above eight ounces in one hundred weight. The Mines in *Germany* are far Richer: Some contain thirty and forty Ounces: that is to ſay, by, the mixt mettal Ore, taking of it diſquiſitively, or here and there, for the bloſſom of Silver appearing in ſome branches is finer or better than Sterling, which therefore doth not proportionate the goodneſs of the Mine; whereof more hereafter. Now leaving the Mines of the Earl of *Mansfield*, and others that are in *Tirol* and other places of *Germany*, we muſt not forget to give the due commendation unto the Noble Duke of *Brunſwicke*, that to his loſs did maintain the Silver Mine of the *Wildman* or *Savage*, in his Country, only to ſet the poor people on Work, being indeed but a Mine of courſe Lead, whereof he had great ſtore, heretofore ſix hundred weight of Ore making but one hundred of Lead, and that hundred of Lead hath but 1 ½ Ounce of Silver, whereof his Dollars are made; expreſſing the ſame by the Inſcription, which may very well be aſſumed by many for their Poſy, *Aliis inſerviendo conſumor*, as the candle doth, which by conſumption of it ſelf doth give light unto others. The ſtamp of thoſe Dollars is a *Savage man*, holding a burning candle in one hand, and the trunk of a Tree in the other hand, and the Emperors Arms on the other ſide.

Potoſie Mine of Silver in the *Weſt-Indies*.

Charles Mine in *Miſnia*.

Mines in the Duke of *Brunſwicks* countrey.

I cannot therefore without grief diſcourſe of the Silver Mines of this Monarchy of *Great Britain*, and heartily lament to ſee them lye dead, and buried in oblivion, becauſe I have heretofore ſought to advance the working of them: For it is now about 14 years ſince I cauſed divers workmen to come out of *Saxony*, *Brunſwicke* and other places of *Germany*, at my great charges, to the number of ſeventeen perſons, ſome for the Silver Mines in the Biſhoprick of *Dureſme*, others for the Lead Mines in *Richmond-ſhire* in the County of *York*, ſome for the Allom works there alſo, and ſome for the making of Steel in *Wales*, wherein the noble Lord *Eure* deceaſed, and certain *London* Merchants had undertaken to proceed with me. The action being applauded by a great perſon then in authority, and now deceaſed, who promiſed all the favour that he could do; but he had ſome other privat deſigns herein, as he had alſo in the Silver Ore of *Scotland*, whereof we are now to intreat: Inſomuch that the actions of theſe two Lords were like unto *Phaetons* horſes, for all was ſet into a combuſtion, and the poor men went begging homeward, to our exceeding great loſs of the benefits in expectation, our Mines being richer than thoſe of the *Weſt-Indies*, whereof I have made and cauſed to be made many trials of above twenty ſeveral ſorts of Silver Ores. The two Silver Mines of *Muggleſwike* and *Wardal* at *Dureſme* contain ſix and eight Ounces of Silver in the hundred, which being fallen in, may with a reaſonable charge be brought in working, according to the information which I took of the Inhabitants there

Silver Mines of Great *Britain*.

*Richmond-*Shire.

Silver Mines at *Dureſme*

Slaithborne Mine in Lancashire.

there, at which time I did intend to go further into *Lancashire* to *Slaithborne* Mine, holding above four Ounces of Silver in the hundred: But being in the Winter time, and the weather very foul, I was diverted, not without discontent, because it is the country where my Ancestors and Parents were born.

Combmartin in Cornwal.

The Silver Mine at *Combmartin* in *Cornwal* holdeth ten Ounces in the hundred, where Sir *Bevis Bulmer* did work for a time, which is deep and overflown with Water; but there are divers Branches of that Mine running many Miles off spread in the earth, and within these two years some Ore was sent me from *Barnstable* of a Branch of that Mine, lying within one foot and a half of the superficies, which upon divers trials of one pound weight at once, holdeth by computation above ten Ounces of Silver, but little Lead; for every pound did produce above two Penny weight of Silver, and is not difficult in the melting: The party in whose ground it is found will not have it touched nor medled with, fearing his grounds shall be spoiled, and the Mine taken from him, which is known above half a mile of one foot broad. However, I thought good to remember this for our Posterity, for there may come a time that industrious men shall be more regarded.

Mines of Silver by Barnstable.

Silver Mines of Scotland.

It were also injurious, if I should not remember the Silver Mines of *Scotland*, especially that Mine which lieth in the grounds of Sir *Thomas Hamilton* Knight, Lord Advocate of *Scotland*, within eighteen miles of *Edenborough* towards the Sea side, discovered in the year 1607, by means of a Collier, as I am informed. In the report of the goodness of this Mine hath been very great diversity, according as they found the Ore of several veins, as we have noted before; for the blossom of Silver Ore, or the small veins, cannot give true direction of the riches of the Mine: Which is the cause that the *Spaniards* in the *West-Indies*, having found any vein of a Mine, they will pursue the same towards the East, and seek to find out (as it were) the trunk or body of the Tree, which they call *Beta*, saying *Es Menester siempre buscar la Beta de la mina*, We must always seek after the body of the Mine; which may be sometimes three or four foot broad, when the veins are like an arm or finger: And according to the tryal made thereof they give their judgement, not by the tryal of the subtile way, but by some good quantity, and increasing their tryals by some additaments fit for the nature of the Mettal Ore, as they judge the same to be. For all diseases cannot be cured with one remedy in all persons, although the disease be alike; so may it be said of those that make tryals of Ores of Metals, for some tryals did report 80 ℔ of Silver in 100 weight, others 60 ℔, 40 ℔, 35 ℔, and 20 ℔, then it fell into Ounces, which was more reasonable and natural, as I informed then some Privy Councellor, and the said Sir *Bevis Bulmer*, whereupon it pleased His Majesty, and the Lords of the Right honourable Privy Council, to appoint ten Tuns of the said Silver Ore to be brought into the *Tower* of *London*, whereof one Tun of 2000 ℔ weight was indifferently taken and calcined or grinded together, and thereunto were two Tuns of Lead added, commixed, and afterwards Molten by a continual Fire, and Hand-blast of four men according as I have noted in writing. And there was a cake of Silver remaining weighing 17½ Ounces, and the extraction out of the Lead was some 4 or 5 Ounces more; so that it was reported to be 22 Ounces in the 100 weight of Ore, but the charge was great.

A singular good observation.

Tryal of one Tun of Ore by Sir Bevis Bulmer.

There was also another Tryal made by *William Beal*, with a far lesser quantity of Lead, and roasting the Ore; and by Mr. *Broad* and others, as Mr. *Russel*, who refined the same with the slag of Lead; others by lead Ore to save charges, and they all found above 22 Ounces of Silver in the 100 weight of Ore. And so did Sir *Rich. Martin* Kt. Master worker of His Majesties Mint, lately deceased, who delivered unto me at times 20 ℔ weight of the said Ore, grinded, shaddered and washed, which I did send beyond the seas unto an expert Mint-master, and withal a particular of the manner of tryals which every man had made here; as also the tryal made by the Portugal with Quick-silver, who found 23 or 24 Ounces; his answer was, That upon his first tryal he found 42 Ounces, and of the other less, and that the Ore was easie to be wrought (but not by the means that all those men had used) and with little charges; and that the manner to refine with Quick Silver, was good for poor Mines of two or three Ounces, where the ore had

had little or no Lead; and that the commixture of the Mine was very brittle, and Bell-metal, and ſo did all the other refiners affirm. For the old Ore doth look between white and blue for the moſt part, and is like the Bell-metal found in good quantity about *Briſtol*, which is uſed to make ſome kind of Alchymy beyond the Seas, and this muſt be allaid to qualifie the brittleneſs with ſome Mineral, of all which I have made a Record in my Book of Collections. Colour of the Ore of *Scotland.*

In the month of *Auguſt*, 1608, there came two Ships before the Tower of *London* from *Scotland*, laden with ſome 400 Barrels of this Silver Ore, in weight ſome 100 Tuns lading which were there landed, and delivered unto the Lord *Knivet*, Warden of the Kings Mints, whereof 20 Tuns was taken promiſcuouſly and grinded, and afterwards alſo diſtributed unto divers refiners and others, and the trial of Mr. *Broad* was beſt, who found 28 ounces in the 100 of Ore. Of this quantity Sir *Richard Martin* had 3 Tuns, whereof ſome was ſent to my friend beyond the Seas. *Interim*, theſe trials and concluſions ſo differing, brought the ſaid ore (together with other proceedings) into ſome diſgrace, whereupon (according unto Commiſſion given me) I made an offer to buy the 80 Tuns remaining in the Tower, to a great Perſonage, to give for it 24 pound the Tun, to be tranſported to my friend into *Holland* paying ready Money: time was taken to give me anſwer, and then difficulty was made, for that treaſure was not to be exported unleſs by returning the quantity of Silver by weight; hereupon concluſion was made to bring in ſo much Bullion of Silver or Royals of plate. But when all came to all, with running up and down, and further offering to deal for greater quantities, and to take it in *Scotland*, I was put off with this conſideration, that it was a diſhonor to *England* not to have men of as good experience as any were beyond the Seas, whereby the Kings loſs was 2000*li*, for his Highneſs gave the ſame afterwards unto *James Achinſon* his Graver of the Mint heretofore, who brought the ſame to nothing, being unskilful of the refining of it. And thus are good matters marred in the handling, and Works brought at a ſtay or hindred, as I have before ſet down. There are many rich Mines in *Scotland*, if we compare them to the *Weſt-India* Mines; and in *Wales*, where the Lead Mines are poor, they contain the more Silver, of 1 ½, two and three Ounces in the hundred of Ore, which will not yield above 40 or 44*li* weight of Lead, and the Ore of the Mine which holdeth three Ounces, containeth but 25*li* of Lead. The Mines moſt known are thoſe in *Cardiganſhire* in *Wales*, where Mr. *Hugh Middleton* of *London* Gold-ſmith hath beſtowed very great charges, as he did in bringing the Water-works to the City of *London*; ſo he bringeth now Silver to the Tower to be minted: The Ore being four Ounces in the hundred, or eighty Ounces in the Tun, and the leſs in Lead; for the richer the Ore is in Lead, the poorer it is in Silver. So one hundred of the beſt Ore of Lead will make neer 70*li* of Lead, and holdeth but ½ Ounce of Silver, not worth the charges of refining, as we ſhall declare. Great quantity of Silver Ore. Good matters marred in the handling. *Plus Peucer que dire.*

The Lead Mines in *Ireland* do contain more Silver, than theſe in *Darbyſhire* and *Somerſetſhire*, called Peak and Mendip Lead.

The *Saxons*, which were procured to come into *England*, had no more, no nor ſo much experience as our refiners of *London*, for by ſaving of Lead they found leſſer quantity of Silver, and ſo all was given over.

The third ſort of Mines Royal are the Copper Mines, which are found alſo in divers Countries, which are not ſo plentiful in *Hungary*, where the beſt is, as in times paſt, but are very abundant in *Sweden*, howbeit that it is very mean and inferior in goodneſs. There are alſo Copper Mines in *Germany*, and the Duke of *Brunſwicks* Countrey: As alſo certain natural Copperas-waters, wherein they caſt from time to time great quantity of old Iron, which within ſix Weeks or two Months doth tranſmute into Copper. *England* hath divers Copper Mines; at *Keaſwick* neer *Scotland* are made ſome forty Tuns yearly, by certain Germans there inhabiting, it containeth ſome Gold. Some Mines of Copper Ore are found in *Yorkſhire*: And albeit the charge of making one Tun of Copper be commonly 30*li*, yet if ſeven Tun of Copper Ore make one Tun of Copper, it may yield good benefit: For whereas 22 Fires have been uſed, it is brought to 12. I have ſeen excellent Copper Ore of ſome Mines in *Staffordſhire*, in Copper mines. Natural water of Copperas.

Staffordſhire Copper mines.

the hands of Mr. *Stonewel*, which abſolutely is the beſt Ore that ever was found in *England*, he doth aſſure me of great ſtore of Ore. It is lamentable that ſuch works ſhould lie dead for want of undertakers, which indeed are diſcouraged by the great charges. In my opinion, the charge of a Tun of Copper of this goodneſs of Ore will be made for 15*li*. There are alſo good Copper mines in the Weſt parts of *England*, where I have ſeen good Ore in divers places, which muſt be roſted, to deſtroy the Antimony, Arſnick, and other corruptions which are in it.

The working of Copper Ore by Allom and Copperas water.

A certain Nobleman now deceaſed was inbarqued in thoſe Weſtern mines, which were promiſed to be wrought by imbibition of Allom and Copperas-water, and the Ore, after digeſtion with Rain-water, would make of 6 Tuns, one of Copper: Hereupon for 300*li* by him diſburſed, he was offered 1800*li*. It pleaſed his Lordſhip to take my advice, and to conclude the bargain; for when I did calculate the charge of grinding and roaſting of the ſaid Ore, the making of the great quantity of Allom-water and Copperas, the conſumption of Iron plates decreaſing in weight, with all the tubs and utenſils, the long time of imbibition, and conſequently Work-mens wages, I found the charge to exceed, and that the courſe of ordinary melting was to be preferr'd; and ſo experience hath ſince proved the ſame, to the great loſs of the undertakers: For when works are clogged with immenſe charges in the beginning, it choketh the benefit ever after, as we ſhall preſently declare. Seeing that profit is the radical moiſture of ſuch and the like actions, his Majeſty hath been graciouſly pleaſed to Incorporate a Company of worthy perſons for all Royal mines, by Letters Patents, and hath reſerved but one 15 part to himſelf. But there is none of that Company that doth advance any works, that I can learn. I would to God that the mines Royal, or others, would prove to be worth 10000*li* yearly, whereby his Highneſs (according to the ancient Maxim of the Law) might claim his intereſt, as they ſay; for it is well known how gracious and bountiful his Majeſty is always.

The company of Royal mines.

A Spaniſh million is 300000 pound Sterling.

The great Wealth of the *Weſt-Indies* would not be ſo admirable unto us, the report whereof is greater than the truth, and the Spaniſh millions are not Sterling millions; nevertheleſs let us reckon them with the moſt, which is 300000*li* Sterling: And when the Fleet of the *Weſt-Indies*, and *Nova Eſpagna*, bringeth eight or nine millions, it is a great matter. And to make this apparent, I have here ſet down the greateſt Treaſure that ever came at any one time, which was in the year 1587, as a proviſion for the great *Armado* then preparing, whereunto great benevolences had been gathered, in regard of the meritorious action, which God, from Invincible, made Inviſible. The Regiſter of the Treaſure was (with the moſt) namely,

From *Nova Eſpagna* and *Terra firme*.

A remembrance of the greateſt revenue of the Weſt-Indies.

For the King.	For particular perſons.
8100 Ingots of Silver.	5 Millions Teaſted Silver.
12 Cheſts with Gold.	1500 Marks of Gold of eight Ounces.
300 thouſand Royals of eight.	1500 Marks of Pearls.
20 Caſes with Pearls.	1 Cheſt Emeraulds.
1 Cheſt with Emeraulds.	
5600 Roves of Cutchenile.	

From *Mexico*.

For the King.	For particular perſons.
1900 thouſand Peſo's of Silver.	2 Millions of Silver.
1100 Marks of Gold.	64 thouſand Hides.
	25 thouſand *li* Indico.

From *Santo Domingo* Iſland,
35 thouſand Hides.
900 Cheſt Sugar of 1000*li* weight.
22 thouſand Kintals of Ginger.
13 thouſand Kintals of Logwood.
50 Kintals of Sarſa-Parilla.
48 Kintals of Caſſia fiſtula.
64 Roves of Cotton wooll.

All the Gold and Silver was valued at 13 millions, and all the Commodities at 3 millions, whereof the King had 12 millions and one half *de claro*, wherewith we conclude this Chapter of the Mines Royal, and are moved to write alſo of other Mines and Minerals, contrary to our firſt intention, but briefly as followeth.

CHAP. III.

Of Mines and Minerals.

THE next in order to be treated of are Tin Mines, which are but few in number in all Countries, and in *Germany* only found ſomewhat plentiful, but the Tin is blackiſh and corrupt: So that our Engliſh Tin in *Devonſhire* and *Cornwall* is the only Tin of all the World, which containeth four Ounces of Gold in a thouſand, whereof there is ſome 12 hundred thouſand made yearly. It hath been ſold for many years at an under value; but his Majeſty hath by way of Pre-emption advanced the price thereof, which belongeth to the Dukes of *Cornwal*, and conſequently to the Noble Prince of *Wales*, *Charles*, Son and Heir apparent to our Soveraign Lord King *James*. This Pre-emption is letten to Farm to certain Merchants, and the Government of the Stanneries, with all the good orders obſerved therein, and the Coinage of Tin to demonſtrate the goodneſs is profitable to the Kingdom, and deſerveth great commendation, as is already noted.

Lead Mines. Lead Mines are found in all cold Countries, eſpecially in *Germany* in the Dukedom of *Brunſwick*, but it is black of colour, and until it be refined it is unſerviceable, and conſequently not vendible. The Old Duke had almoſt made a Wall about the City, of the Sows and Pigs of Lead, until our Lead became dear and ſcant, and that an Antwerpian did teach them how to refine their Lead, in taking away the cobble (which is like unto a knot in a piece of Timber) which made the Lead brittle, and by his meanes all the Dukes Lead was ſold in *Italy*, *Spain*, *France*, and other places elſewhere.

Scotland and *Ireland* have many Lead Mines, containing alſo Silver.

The Lead Mines of *England* are ſcituated in divers places of the Kingdom, but moſt in *Darbyſhire* in the Hills of *Peak*, *Sommerſetſhire*, and *Wales*.

Deſcription of many Lead Mines in *Yorkſhire*. There is great difference in the Ore, as hath been noted. There are alſo many Lead Mines in *Richmondſhire* under the County of *York*, where I went to view them, *Anno* 1606, about *Arkendal* and the new Foreſt, having prepared a long Iron Boare of eighteen foot long for that purpoſe, and there I did obſerve within the compaſs of ten miles, that the ſcituation of *Arkendal* is betwixt two Hills, the one lying North, called *Windike*, and the other South-Weſt called *Molderſey*, adjoyning unto another Hill called *Pouncy*, lying Weſt from *Molderſey*, all belonging unto the King, and by Leaſe unto Sir *John Maillorie* Knight.

There are alſo adjoyning unto it certain other Hills where Lead Mines, as *Swaildale*, where my Lord *Wharton* hath his Works, alſo *Readhurſt*, *Cocka*, and *Fellind*, being Eaſt from *Windike*. The Mines of *Arcandal* have never been wrought to any purpoſe. There are but three ſmelting Cottages, which do feed upon the poor People and Inhabitants thereabouts, which at their leiſure ſeek for Lead Ore upon ſufferance, and bring the ſame to the melting places, where they ſell the ſame for 20 and 24 *s.* a load, giving to the Owners three or four parts in ten, as they can agree, and one tenth to the Parſon or Vicar of the Pariſh or Chappel.

A load of Ore with them is as much as four or five Horſes can conveniently carry, which by computation is ſome thouſand weight, and is alſo delivered by a meaſure

called Load; four of theſe Loads will make a Fother of Lead of two thouſand, their weight being 1208 to the hundred *London* weight: So one hundred of Lead Ore maketh but 308 of Lead; which cometh to paſs, for that their manner of melting is by foot blaſt, and ſmall furnaces with Wood and Charcoal, caſting the Ore of Lead between them in ſmall pieces, and ſo ſtill augmenting their melting, which can yield but little, the heat of the Fire being choaked by the fuel and droſs of the Lead, whereas flame is the greateſt mean of melting all metalline Ores, which require Furnaces to be made accordingly, where 36 or 4000 may be molten together, they melting 3 or 400.

Foolish manner of melting.

There is no Wood to be had but within two miles, but Sea-coal and Peate is neer hand, which may ſerve better cheap; for they reckon 7 or 8 *s.* for the charge of a fother for the melting. The Lead being caſt into ſmall Pigs of ſomewhat more than one hundred weight, are brought on Horſeback through *Richmond* to *Borrough-bridge*, being about 30 miles diſtant, and are conveyed by Water to *York* for 2 *s.* the hundred, and from *York* to *Hull* for other 2 *s.* ſo that a fother of Lead, with all the charges, will not ſtand in 38 and there is a neerer way by *Stockton* on the Sea-ſide, about 25 miles, which will leſſen the ſaid charges.

Iron Mines.

Now we are come to Iron Mines, whereof almoſt all Countries in *Europe* are provided, which do much differ in goodneſs, yet may be uſed according to the ſeveral Works whereunto it is imployed; as the *Spaniſh* Iron ſerving for blades, and not ſo good for other things.

England hath great ſtore of Iron Mines, for by computation there are above eight hundred Furnaces. The melting of it by flaming Sea-coal or Scotch-coal ſaveth a great deal of charges. There are lately found more Iron Mines in *France*, which Iron being made into bars, is Tranſported into *Guinea*, *Binea*, and other parts upon the Coaſt of *Africa*, where it hath continually been in great eſtimation, and now becometh ſo abundant, that their profit is but ſmall of thoſe Voyages; and ſo it falls out at this preſent for the price of Lead.

Steel Stone.

The Iron Stone in *Wales* is found to differ from the Steel Stone, by means whereof a German made good Steel in bars, and alſo Gad-Steel. But the Patent of Sir *Baſil Brooke* for making of Steel did hinder the proceedings therein, and German Steel is beſt, until of late that a Frenchman (ſhewing the imperfection of ordinary Steel) cauſed his Majeſty to make void the ſaid Patent, and to grant another for the making of perfect Steel, ſurpaſſing in goodneſs the Steel of all Countries.

So we find that our Iron is beſt for the caſting of Ordnance, and the *Sweden* caſt Iron Pieces are brittle, and commonly one in ſeven will not abide the trial; and of late the broken Pieces of ours are made ſerviceable for Iron in bars, to be caſt again.

Quick-ſilver Mines.

Mercury or Quick-ſilver natural is not yet found in *England*, but only in *Germany* in very cold Places: And within theſe 30 years there are two Mines of Quick-ſilver diſcovered in the *Weſt-Indies*, which is a help to the quantity which they yearly buy to refine their Silver Mines.

Sulphur Mines, or Brimſtone.

Sulphur and Brimſtone being found in divers Countries, cannot be better than we have in ſome mountains of Wales, from whence I have had divers ſorts of Sulphur Earth, or Mine very rich. Some there is alſo in *Blackemore* and *Baſedale* in *Yorkſhire*; as alſo many other minerals, which my Workmen did ſhew me, as *Terra ſigillata*, Oacre Red and Yellow, Bole Armoniack, *Terra d' Umbra*, Antimony, Sal-niter, Black Lead, Vitriol to be made of Copperas: To ſay nothing of ſuch things as are made of metals, nor of Salt-peter, which is plentiful.

Minerals of divers ſorts.

Alloms are made of ſtone, ſlate, and Earth.

And now I cannot omit to treat of the Alloms, whereof in many Countries great ſtore is made; but the beſt is at *Civita Vecchia* in *Italy*, called Romiſh Allom; made with ſmall charges, out of a kind of Stone, which yieldeth above the one half of Allom without uſing any Urine or ſaltiſh mixture, as they do in *Germany*, where they have both Red and White Allom at reaſonable rates: So they have in many places of the *Straits* at *Conſtantinople*, *Carthagena*, and other places; *Sweden* and *Poland* are not without it.

In

In *Scotland* and *Ireland* great quantities can be made, had not *England* undertaken ſo much, whereof I have ſet down the Original, progreſs, and continuance concerning thoſe Works at large, the ſubſtance whereof followeth in brief.

Queen *Elizabeth* of Bleſſed memory did, in the Sixth year of Her Reign, grant by Letters Patents unto one *Cornelius de Vos*, the ſole making of Copperas and Alloms within the Realm of *England*, which was aſſigned by him to *James* Lord *Mountjoy*, and being renewed for 21 years, was confirmed unto him by an Act Parliament, by vertue whereof one Mr. *Lane* his Workmaſter made great quantity of Copperas in *Dorſetſhire* and the Iſle of *Purbecke*, and ſome Allom and Copperas was then ſold at 30ℒ the tun, now under 3ℒ.

Afterwards about the year 1604, one Mr. *Atherton* began to practiſe the making of Alloms in *Yorkſhire* about *Gisborough*, which whom Mr. *Bourchier*, now Sir *John Bourchier* Knight, did joyn to bring it to ſome perfection; in hope whereof, and at the ſuit of the ſaid Sir *John*, the King in the Fourth year of His Reign granted certain conditional Letters Patents to the Lord *Sheffield* Preſident of the North, Sir *Thomas Challoner*, Sir *David Fowles*, Knights, and the ſaid Mr. *Bourchier*, for 21 years, for the ſole making of Alloms in *Yorkſhire* only, where (in building of ſeven Houſes, and the utenſils for Working and charges, with other extraordinaries) they were out of purſe in two years ſome 33 thouſand Pounds, and could not proceed any further without bringing in new men, for ſome of the other gave over in time, and would proceed no further, although the Germans were now come which they had ſent for. Hereupon other Letters Patents were obtained for thirty one years for all *England*, *Scotland*, and *Ireland*, without conditions, and then they were out above 40 thouſand Pounds, and no Alloms made to benefit, although the price was raiſed at a certainty, and all Forraign Alloms prohibited to come in. And his Majeſty hath been pleaſed to enter into the ſaid Works and laid out ſo many thouſand Pounds, as is not fitting to be expreſſed. Thus by overcharging the Works in the beginning, are good buſineſſes overthrown; many are the particulars which I have obſerved in Writing concerning theſe Works. But leaving this, I wiſh good ſucceſs therein, for there is Allom Earth enough to continue for ever, and in places Weſtwards as good and better than any is in *Yorkſhire*.

Above Black-Moors.

There are rich Allom Mines in the Iſle of *Wight*.

Now from the Mines of Gold, being fallen to Allom and Copperas, let us end with the Cole-pits or Coal-mines, whereof they make more Account in the North, than of Lead-mines, and yet they are abundant, more than in any Country of the World. In the lower parts of *Germany* about *Acon* and *Cologne* they have great ſtore of Sea-coal, but it doth not cake as our Coals: They melt great quantity of Iron Stone with it, being like unto the Coal in *Nottinghamſhire* or thereabouts, which flameth more like unto the Scotch-coals. To know the goodneſs of the diverſity of our Coals, I have noted in the Fourth Chapter of the Firſt Part of weights and meaſures; and now I am to ſhew how Mines may be wrought to benefit and profit, for the good of Merchants and others.

Coal Mines.

CHAP. IV.

Of the profitable Working of Mines.

Philip the Second, late King of *Spain*, perceiving that many Blind *Bayards* were over-bold to undertake the Working of his Mines of Silver in the *Weſt-Indies*; and yet conſidering on the one ſide, that without Authority and Priviledge they could not be encouraged thereunto; and on the other ſide, having obtained the ſame for certain allotted grounds unto them, they did hinder other

other men and themſelves proceeded not; did very adviſedly make all his Letters Patents (as we call them) conditional with a proviſo, That if the Patentees did not proceed in the Work, or diſcontinue the Work for two years, the Patent was void of courſe, and upon Certificate made of it, the King made new Grants unto others. If our King were pleaſed to do ſo, many Grants or Leaſes made by the Company of the Mines Royal would be made void, and other men would be encouraged to try their fortunes upon them.

A good Proviſo in Letters Patents for Mines.

The next conſideration in order, concerning Mines, Metallin, and Mineral, is, That the Works in the beginning be not choaked or ſuffocated with extream charges or expences, which doth diſcourage the undertaker and all others, whereby the Works are given over, or means is deviſed to charge Princes Coffers with them. For it is certain, That things do proſper beſt when they are underpropped by Authority it ſelf; which to do in the beginning were more profitable, than when the charges and expences have overburthened them. For prevention whereof, I made a contract for the Lead Mines in the North parts, which being imitated, ſhall cut off all ſuch charges as commonly the Parties do run into in the Working of Mines, upon the conceited benefit which draweth more violently than the Adamant Stone. For as the *Portugal Antonio Diaz* told the King, *Todos los mineros ſon Ricos, porque quando no lo tienen en ſuſtanſia, tienen lo enel animo:* All Miners are rich, for when they have it not in ſubſtance they have it in the mind. The obſervation already noted concerning the running Waters about Mines, muſt not be forgotten. The Contract before mentioned was in this manner: The Mine to be wrought, and the Ore to be divided into five parts. The owner of the ground or the Leſſee, to have one part of the Ore ſhaddered and waſhed ready to be molten, and he to redeliver the ſame in the nature and quality aforeſaid, and to be paid for it every three months, paying for every load twenty Shillings. The Workman in like manner to have another fifth part, and to be paid accordingly every week. The other ⅗ part to be for the undertakers, and they content the Parſon for his Tythes. By theſe means a man is ſure to have ware for his Money, and then to make Furnaces to melt 36 or 40 hundred at one time, as hath been touched. For to enter into charges before you have good ſtore of Ore above ground, is needleſs: Herein obſerve alſo to Work from Eaſt to Weſt, or from Weſt to Eaſt, unleſs you find the ſituation of the Mine to be ſuch, that being troubled with the Water, you may make entrances in the lower parts thereof to avoid the ſame. If your Lead do contain Silver, although it were but an Ounce in an hundred, you may Work it to benefit, if you preſerve your Lead by making of an Iron Cap over your Furnance, to be drawn up and down to receive the Vapor of Lead, which falleth down again, whereby the loſs of above 200℔ weight in one Tun, will decreaſe to 80℔ or thereabouts; and if you have vent enough for the *Litargirum*, which is your Lead, as it is caſt up by the foot-blaſt, or otherwiſe being Red to Paint withal, then may you make profitable Work every way. For Copper, obſerve your roaſting, to purge your Antimony and all other corruptions; let not the gliſtering Colour of Marquiſite deceive you, it is but ſmoke and ſcurf. And although Antimony will be the Eldeſt Son of *Sol*, and contend with Sulphur and Mercury, hold him for a Baſtard; the thrift is in ponderous Ore for Copper, and with a reaſonable quantity you may try your Works, before you be at charges in landing of your Ore, and to know how many Fires will be requiſite to make one Tun of Copper, and then land great quantity of Ore, according to our former Contract: If you are not ſure of it, let others bear charges and labour with you, and ſo ſhall you not overcharge the Work, but rather find means to leſſen your charges. The Lead Mines in *Wales*, containing two or three Ounces of Silver, may in mine opinion be wrought to great profit by the means of Quickſilver, being roaſted by reflection of the Fire, and grinded. To the furtherance whereof, I have thought good to ſet down the manner of *Potoſi* Mine in the *Weſt-Indies*, and as the *Portugal* did the Scottiſh Ore; he took to one hundred of the metal prepared, between 12℔ and 15℔ of Quick-ſilver, with Salt and Vinegar, and ſo ſprinkling the ſaid Quick-ſilver through a linnen Cloath, ſtill uſing a reaſonable quantity of Salt (which divideth the Lead from the Silver) and Vinegar

A Profitable Contract.

Litargirum of Lead.

How to refine Silver by Mercury.

Vinegar, or Strong-water (but that is coſtly) he did leave theſe ſubſtances together 24 or 25 days, every ſecond day ſtirring the ſame with a ſtaff; in which time or leſs, according to the Mineral, the Quick-ſilver doth devour or eat up the Silver, and leaveth all the other commixture: Then, by ſtraining the ſaid Maſs, the Quick-ſilver goes through, and there remaineth a paſt in divers balls, called the Almonds paſt, which, by a Limbeck receiving fire, cauſeth the Quick-ſilver to ſublime, and falling down by the neck into the water, which is in the receiver ſtopped cloſe, taketh his body again in the ſaid water, and the Silver remains pure, which commonly is not above a fourth part of the weight of the ſaid paſt; your Quick-ſilver ſerveth again, and there is not loſt above 6 pound in the hundred of Silver. He ſaid alſo, That having once, two or three months before hand, the Minerals thus prepared or decocted, himſelf and four men could refine ten Tuns of it in a day, which is admirable. But theſe men are like Travellers, which ſometimes may ſpeak an untruth, *Cum gratia & privilegio.* Nevertheleſs, conſidering that *Potoſi* Silver Mine, holding but one $\frac{1}{3}$ Ounce of Silver, is but 30 Ounces the Tun, which at 5 *s.* is but 7*li.* 10 *s.* 0. and the loſs of the Quick-ſilver, and all charges deducted, there will remain but little, unleſs the quantity of Tuns, to be done in a day, ſhould contervail the ſame, to provide yearly againſt the coming of the Fleet, although (as I have ſaid) many hands make light work, and light gains and often do fill the Purſe: And if the Work-men ſhould return one Pound of Silver for every Pound of Quick-ſilver, there would be above ten for one, and they to live by the overplus of it.

To be done by retorts of Earth.

CHAP. V.

Of the nature of Gold, Silver, and Copper, and of the Moneys made thereof.

FRom the tranſcendent contemplative Study of Philoſophers, of vapors and exhalations, to the eſſence of Sulphur and Mercury, generated into Ores of Metals, We have produced Gold, Silver, and Copper to the Mint, to be converted into Moneys. To the which purpoſe let us now examine the nature of them, and, by inverſion, Coin firſt Copper, then Silver, and ſo come to Gold, according to the beginning of Coins made by the Ancient *Romans*. Notwithſtanding that, at our coming to the Mint, we found nothing but Gold Coined, whereupon we do remember the Verſes, which were made at their firſt Coining of Gold:

Æra dabunt olim melius, nunc omen in Auro eſt:
Victaq; conceſſit priſca Moneta nobis.

Such is the quality of fine Gold (by reaſon of the equal proportion of the four Elements therein, that none is predominant over the other) that the fire doth not conſume it, being alſo hot and dry of nature, neither is it ſubject to any other Element; for there is no ruſt or ſcurf that doth diminiſh the goodneſs, or that waſteth the ſubſtance. It doth abide the fretting and liquors of Salt and Vinegar without damage, which weareth any other thing: It needs no fire to be made Gold, as other metals do, for it is Gold ſo ſoon as it is found; it draweth without Wooll, as it were Wooll: It is eaſily ſpred in leaves of marvellous thinneſs; you may adorn or gild any other metal with it; it is not inferior for making of any Veſſels; it colour it reſembles the Celeſtial Bodies; it defileth not the thing it toucheth, as Silver and other metals; it is not ſtinking in ſmell; the ſpirit of it can by art be extracted, and the body (being as red Earth) can never be molten, without the ſpirit be again added thereunto, as it were

The quality of Gold.

Conſuetudo, vel, *Lex Mercatoria:*

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The Third Edition,

Wherein are Inſerted the Three TRACTS following, never Before Printed in any former Impreſſion.

I. The Juriſdiction of the Admiralty of *England* Aſſerted. By *Richard Zouch*, Doctor of the Civil Laws, and late Judge of the Admiralty.

II. The Ancient Sea Laws of *Oleron*, *Wiſby*, and the *Hanſe-Towns*, ſtill in force. Rendered into Engliſh for the uſe of Navigators. By *G. Miege*, Gent.

III. The Sovereignty of the *Britiſh Seas*, proved by Records, Hiſtory, and the Municipal Laws of this Kingdom. By Sir *John Burroughs*, late Keeper of the Records in the Tower of *London*.

LONDON,

Printed for *T. Baſſet*, at the *George* in *Fleetſtreet*; *R. Chiſwell*, at the *Roſe* and *Crown* in St. *Paul*'s Church-yard; *M. Horne* and *E. Smith*, at the Royal Exchange. 1686.

therefore to occur to all ſuch doubts and diſcords, the contracts of ſuch bargains ſhould be after the example of other Sea-Faring dealings, made before the Admirals Deputy, or Judge, and regiſtred in their Books. [*d*]

[d] *Vide ſup. of the Admiral Clerk.*

[e] *L. fin. C de pæn.*

[f] *Vide de off. Adm. Ang.*

[g] *Vide C. de monop. & ibi. DD.*

[h] *Vide de off. Adm.*

Laſt of all, as Shipwrights were of old, [*e*] ſo are they alſo of late, forbidden, [*f*] under pain of Treaſon, to Communicate their Skill and Art to Enemies and Barbarous People.

Likewiſe, they are forbidden (as are alſo all other Societies of Handy-craftſmen and Tradeſ-men) to conſpire among themſelves to inhance their Wages, or Hire, or to receive exceſſive Wages. [*h*]

FINIS.

THE JURISDICTION OF THE ADMIRALTY OF ENGLAND ASSERTED.

BY

RICHARD ZOUCH,
Doctor of the Civil Laws, and late Judge of the High Court of *ADMIRALTY*.

LONDON,
Printed for *Tho. Baſſet*, at the *George*, near St. *Dunſtan's* Church, in *Fleet-ſtreet*; and *Rich. Chiſwell*, at the *Roſe and Crown*, in St. *Paul's* Church-yard. 1686.

maintaining of Peace and Juſtice amongſt the People of all Nations whatſoever, paſſing through the Engliſh *Seas, and for puniſhing of Offences, and for giving of Satisfaction to ſuch as were damnified; which Laws and Statutes were corrected, declared, interpreted and publiſhed by King* Richard *the Firſt, King of* England, *in his Return from the* Holy Land, *and were intituled Le Ley* Oleron *in the* French *Tongue.*

And it is manifeſt, that the Law was continued all that King's time, in regard that in the 49th. Year of his Reign, the ſelected Sea-men for the Inquiſition at *Quinborough*, in the Concluſion ſay, That touching ſome Buſineſſes propoſed in the Articles of the Inquiſition, they know no better Advice nor Remedy than that which had been formerly uſed and practiſed after the manner which is contained in the Law of *Oleron.*

All which being admitted, and duly conſidered, it may be preſumed, that ſuch Cauſes as did originally by Civil Law, belong to the Admiralty, and what former Kings had anciently ordained for the regulating of the ſame; as likewiſe, ſuch as were agreeable to the matters decided in the Judgments of *Oleron*, and what are contained in the Inquiſition taken at *Quinborough*, in the time of King *Edward* the Third, were within the Conuſance of the Admiralty-Court; and conſequently, the ſame are permitted to be tried and determined in the ſame Court, by the Statute of the 13th. of *Richard* the Second.

Touching the Judgments, Judicial Acts, and Book-Caſes, intended to reſtrain the Admiral of *England* in Exerciſe of his Juriſdiction, as it is granted in the King's Commiſſion, it may be anſwered in general; Firſt, That thoſe Judgments, Judicial Acts, *&c.* are in Cauſes of difference in reſpect of Juriſdiction betwixt the Courts of Common Law and the Admiralty-Court; and it is incident to all Profeſſions, where there is any Competition or Emulation with others, to incline to that which is moſt to their advantage. Secondly, Such Judgments and Book-Caſes have been grounded upon the common underſtanding of the Statutes, without any notice or reſpect to the Laws of the Sea, or the Condition of Maritime Cauſes, the Circumſtances of the Places being the chief Rule by which they have been framed. Thirdly, That many of them, upon due Examination, may be found not ſo concluding as they are pretended; and although much Reſpect and Reverence be due to the Authors, yet we are not bound to believe that their Judgments are infallible. Fourthly, That the Judicial Proceeding as Prohibitions, being the Reſults of the former Authorities, they may be weighed accordingly. Laſtly, Touching the main piece, Sir *Edward Coke's Articuli Admiralitatis*, carrying the Reputation of the Reſolutions of all the Judges touching the Matters therein contained, it will appear, that they very much differ from the Conceſſions of the Judges of the King's Bench, 1575. and from the Reſolution of all the Judges the 18th. of *February*, 1632. *ſubſcribed unto by them, in the preſence of King* Charles, *and twenty Lords of his Council.*

The particular Authorities which may be collected out of Sir *Edward Coke's* Notes, to prove that the Admiral of *England* hath no Conuſance of things done within the Realm, but only of things done upon the Sea, are as followeth.

1. That in the 2d. of *Richard* the Second, Hibernici *ſunt ſub Admirallo* Angliæ, *de facto ſuper alto Mari.*

2. that the 7th. of *Richard* the Second, in an Action of Treſpaſs brought for a Ship and Merchandiſes taken away, the Defendant pleaded, that he did take them, *En le haut Mer, ou les Normans que la enemis la Roy*; and it was allowed a good Plea.

3. That *Forteſcue*, who lived in the time of *Henry* the Sixth, ſaith, *Si quæ ſuper altum mare extra Corpus Comitatus in placito coram Admirallo deducantur per teſtes terminari debent.*

4. That *Dyer*, in the time of Queen *Mary*, ſaith, That by the Libel in the Admiralty-Court, the Caſe is ſuppoſed to commence *ſur le haut mer, & intra Juriſdictionem de l'Admiralty.*

To

To theſe Authorities may be anſwered in general; Firſt, That whereas ſome of them ſpeak of *Altum Mare*, the Statute of the 13th of *Richard* the Second hath no ſuch Attribute, but mentions ſimply the Sea.

2. That the ſame Authorities granting that the Admiral hath Juriſdiction on the Sea, do not declare, much leſs conclude, that he hath no Juriſdiction elſewhere: And, as to the Particulars;

1. The Authority of the 2d. of *Richard* the Second, which affirms, that the *Iriſh* were ſubject to the Admiral of *England* for a thing done on the Sea, mentions not for what kind of thing; and happily it might be for ſome Offence againſt the Crown, or againſt the Peace, in offering Violence to the King's Subjects, or the Subjects of his Allies: And in ſuch Caſes it might be underſtood, that he had Juriſdiction over the *Iriſh*, as over the Subjects of *England*, and other Nations, only extending to the high Sea. But it cannot from thence be argued, but that if it were a Buſineſs concerning Navigation, or Negotiation by Sea, he might alſo have had Juriſdiction over the *Iriſh*, as well as over other Perſons; not only *ſuper alto mari*, but alſo in other places elſewhere.

2. The Plea to the Action of Treſpaſs, in the 7th. of *Richard* the Second, might be good, and allowed in two reſpects; Firſt, In regard the thing was done where the Country could take no notice, and therefore no Jury by twelve Men could be had. Secondly, In regard the Ship and Goods were taken from the King's Enemies, againſt whom no Treſpaſs could be committed, becauſe that to offend them any ways was lawful; and in that reſpect the Plea might have been allowed, although the Ship and Merchandiſe had been taken in a Port, or Navigable River.

3. Whereas *Forteſcue* ſays, that things done upon the high Sea, proſecuted before the Admiral, ought to be determined according to the Proofs made by Witneſſes, and no more; Sir *Edward Coke* affirms, That it proves by expreſs words that the Admiralty is confined to the high Sea. *Forteſcue* having given reaſon for Tryals by Jury, when the Neighbourhood of the Country could take notice of the Buſineſs, grants, That for things done in other places, the Law of the Kingdom doth allow of Proofs by Witneſſes; as in Cauſes commenced before the Admiral for things done on the high Sea; and likewiſe before the Conſtable, for things done beyond the Sea. So that it is evident, he doth no more expreſly confine the Admiral's Juriſdiction to the high Sea, than he doth the Conſtable's to places beyond the Sea; it being notorious, that his Juriſdiction extends to Deeds of War, and Arms within the Land; as it will be proved, that the Admiral-Juriſdiction likewiſe to matters of Navigation, and Negotiation by Sea.

4. Touching the Authority of *Dyer*, that by Libel in the Admiralty-Court, the Caſe is ſurmiſed to commence, *Sur la haut mer, &c.* it may be anſwered, that the Libels in the Admiralty ſometimes (as the buſineſs falls out) declare, *Super alto mari & infra juriſdictionem Curiæ*; but ordinarily, Cauſes are laid only *Intra fluxum & refluxum Maris & Juriſdictionem Curiæ*; and generally the Cauſes are no otherwiſe deſcribed, but *A. contra B. in Cauſa Civili & Maritima.*

ASSERT. V.

That the Admiral of England *may hold Conuſance of Contracts, and Writings made at Land, touching Buſineſs of Navigation and Trade at Sea.*

Notes upon Forteſcue, *B.6. p. 29. v. 557.*

BY an ancient Record in the black Book of the Admiralty (of which Mr. *Selden* takes notice) it appears, that it was ordained by King *Edward* the First, and his Lords, at *Haſtings*, *Que comment divers Seigneurs avoieno francheſes*, &c. *That although divers Lords had divers Franchiſes to try Pleas in Ports, yet that neither their Stewards nor Bayliffs ſhould hold any Plea, if it concerned Merchant or Mariner, as well for matter of Fact, as of Ships, Obligations, and other Deeds.* Which, although it extends only to inferiour Lords, yet it may be ſaid, that it was done in favour of the Admiral's Juriſdiction in ſuch Matters.

Secondly, By Commiſſions from time to time granted by the Kings of *England*, to the Admirals, power is given, *Ad cognoſcendum, &c. to hold the Conuſance of Charter-parties, Policies of Aſſurance, Bills of Bottomry, Bills of Lading, and of Sale of Ships.*

Thirdly, The Cauſes and Suits ariſing by occaſion of Buſineſſes contained in ſuch Writings have in all obſervable times and places been held to be Maritime, and the Conuſance of them hath been allowed to Maritime Courts, as it hath been before fully ſhewed. And it may be further conſidered, that ſuch Contracts and Writings have their Original from ancient Maritime Laws; and are, both in Names and Nature, things foreign to the Laws of this Realm. And ſo much may be gathered from the Order which *Weſt* obſerveth in his Book of Preſidents; where, after the Forms of Deeds and Contracts proper to the Common Law, he handles thoſe which concern Merchandizing and Trade by Sea, as things of a diſtinct and ſeveral nature.

Touching the Particulars; Firſt, Charter-parties ſeem to have been derived from the *Rhodian* Laws; by which it was provided, *Si quis navem conduxerit, inſtrumenta conſignata ſunto; If any Man ſhall hire a Ship, let there be Writings drawn and ſealed thereupon.*

There is likewiſe mention of Charter-parties in the Roll of *Oleron*, and in the *French* later Ordinances, made for the Reglement of the Admiralty of *France*; and it is ſuppoſed, that no mention of them can be found in any Law or Statute of this Realm, until the 32d. of King *Henry* the Eighth, *cap.* 14. where the Conuſance of them is referred to the Admiralty, as it ſhall be hereafter ſhewed. Moreover, *Malines* confirms, that anciently in Charter-parties it was expreſſed, *That the Contents thereof ſhould be underſtood according to the Law of* Oleron; and at this time there are Clauſes uſually inſerted into them, enjoyning, That the Merchants, beſides the Payment of Freight, ſhall make Allowance for *Primage*, *Average* and *Petelodmenage*; things no where occurring in the Books of Common Law, and anciently determinable by the Law of *Oleron*.

Lex Mercat. p. 1. cap. 21.

Secondly, Policies of Aſſurance are grounded upon the Civil Law; which alloweth an Action for the undertaking a Hazard which is doubtful, for Reward or Conſideration firſt given, which is commonly called a *Præmio*; they are, of later Civilians, called *Sponſiones Mercatoriæ*, and *Aſſecurationes*; which *Malines* affirms, were taken up in this Kingdom from the Laws of *Oleron*, practiſed on the Sea-Coaſts of *France*; but it is manifeſt, that now they are likewiſe in uſe in *Venice*, *Naples*,

P. 1. cap. 14.

Naples, *Genoua*, *Ancona*, *Spain* and *Portugal*, and in other places where the Affairs of the Sea are regulated by the *Civil*, *the Consolato*, *and Laws of* Oleron.

Thirdly, Bills of Bottomry, when an Owner, or Master of a Ship, to furnish his Voyage, takes up Money upon extraordinary Interest, to be paid when the Ship arrives at the Port appointed, and thereby engages his Ship for the performance of the same, are grounded on the ancient *Grecian* and *Roman* Laws. *Julius Pollux*, a learned Expositor of Terms, or Words used amongst the *Grecians*, calls a Bill of this kind, ναυλικὸν συγγραφὴ, *quæ de nautico fœnore conscripta est*; of which *nauticum fœnus*, there are several Titles in the Digest and Code of the Civil Law, and the Moneys so lent to be transported at the hazard of the Lender, in the Civil Law, is called *Pecunia trajectitia*; of which *Salmatius*, *Pecunia trajectitia dicitur, quæ trans mare vehenda accipitur, & usuræ quæ ex pacto in eam pecuniam præstantur, Maritimæ, & nauticæ dicuntur.*

D. lib. tit. 2. C. lib. 4. t. 33.

D. Usuris, c. 2.

Fourthly, Bills of Sale of Ships are made conformable to Maritine Laws; for, as *West*, in his Presidents, delivers the Form, it is in such Bills of Sale expressed and declared, That he that sells the Ship, binds himself, his Executors and Administrators, the said Ship so bargained and sold, to warrant and defend, against all Men, for one whole Year and a Day, *according to the Law of* Oleron, the danger of the Sea, Fire and Enemies only excepted.

These things being considered, it may be thought reasonable, that such Contracts and Writings being grounded upon the Civil Law, the Laws amongst Merchants, and other Maritime Laws, the Sutes arising about the same, should rather be determined in those Courts, where the Proceedings and Judgments are according to those Laws, than in other Courts which take no notice thereof.

For the restraining of the Court of Admiralty from proceeding in Sutes arising from such Contracts and Writings made at Land, although the Businesses therein contained are to be performed at Sea, amongst the Authorities cited by Sir *Edward Coke*, there may be intended, appliable to this purpose, First, The Act of Parliament of the 15th. of *Richard* the Second, *chap.* 15. Secondly, Some Judgments given, and Prohibitions granted in the Courts of Common Law, concerning Causes of this sort, commenced in the Admiralty.

Touching the Statute of the 15th of *Richard* the Second, *chap.* 34. which is the Ground of the main Objections against the Admiral's Jurisdiction, it may be conceived, That whereas that of the 13th. Chapter only in general restrains the Admirals from meddling with things done within the Realm, and allows them to meddle with things done on the Sea, that is relating to the Sea, this Statute was intended to declare more expresly, both in what places, and in what matters they should not meddle: And touching the places, in regard *the word Realm, as Sir* Edward Coke *observes, in a general sense, extends to the Sea within the King's Dominions, as well as to the Land*, declares the Restraint to be only *within the Bodies of Counties:* And it may be supposed, that he intended a difference betwixt the Bodies, and the Extremities or Bounds of Counties; as the Statute of the 3d. of *Edward* the First makes a difference betwixt *things done within the Shires, and things done within the Marches, and Borders of Shires.* Whence the Statute of the 5th. of *Elizabeth*, *chap.* 5. allows to the Admiral's Jurisdiction, as the main Sea, so also the Coasts of the Sea, being no parts of the Bodies of any Counties of the Realm; and in that respect, this Statute specially excepts from the Admiral's Jurisdiction, the Conusance of Wreck of Sea, as happening on the Coasts or Shoars of the Sea, out of the Bodies of any Counties. So that, as to the place, or Territory of the Restraint, this Statute declares it straiter than that of the 13th. of *Richard* the Second.

Comment in Littleton, Sect. 43.

Touching the matters with which the Admiral, by this Statute, is not to meddle within the Bodies of Counties, they are expresly declared; First, *Contracts, Pleas and Quereles*; that is, Personal Actions concerning Contracts. And Secondly, are implied Matters Criminal, and the Prosecution of them.

Touching the Firſt, which concern this Aſſertion, the words are, *That the Court of Admiralty hath no manner of Conuſance of any Contract, Plea, or Quarrel, riſing within the bodies of any Counties; but all ſuch Contracts, Pleas, and Quarrels ſhall be tried, determined, and remedied by the Common Law.* Which words are ſo general, that it is pretended, they ought to be underſtood of all Contracts and Writings whatſoever, even of ſuch as concern Sea buſineſſes, if they be made, or written within the Bodies of any Countries.

Juriſdiction of Courts, p.330.

In anſwer whereunto, there may be taken into conſideration, a General Rule cited by Sir *Edward Coke*, allowed as he ſays by all Laws, in conſtruction of Statutes, viz. *Quamvis lex generaliter loquatur, reſtringenda tamen eſt, ut ceſſante ratione, & ipſa ceſſet, cum enim ratio ſit anima, vigorque ipſius legis, non videtur legiſlatur id ſenſiſſe, quod ratione caret, etiamſi verborum generalitas prima facie aliter ſuadeat.* And the reaſon of this Statute, as may be gathered from the Preamble, as the Key thereof, was to hinder the Admirals encroaching of divers Juriſdictions, Franchiſes, and Profits pertaining to the King, and other Lords, beſides *thoſe they were wont or ought to have of right*; by which words it is acknowledged, that the Conuſance of ſome matters did formerly belong to that Juriſdiction; And not to diminiſh any of their Ancient and juſt rights in things belonging to the Sea, which are permitted, and allowed to the Admiral, by the Statute of the 15. of *Richard* 2. and unto which neither the King's Courts, nor the Courts of any other Lords had formerly before this Statute any pretence.

Sir *Edward Coke* in his Anſwers to the 1. Objection of the Complaint, 8o. *Jacobi*, ſaith, That the Judges acknowledge, that of Contracts, Pleas, and Quarrels made upon the Sea or any part thereof, &c. the Admiralty hath and ought to have Juriſdiction, and that no Preſident can be ſhewed, that any Prohibition hath been granted for any Contract, Plea, or Quarrel concerning any Marine cauſe made or done upon the Sea. By which words he implies, that although the Admiral had and ought to have Juriſdiction upon the Sea, yet it was only concerning Marine Cauſes, but if a Contract, Plea, or Quarrel were made or done upon the Sea concerning any Terrene Cauſe, or matters concerning buſineſſes of the County, a Prohibition might be granted. Now it may ſeem worthy of Conſideration, whether any Reaſon can be ſhewed why the Courts of Common Law ought to have cognizance of Contracts, Pleas, and Quarrels which concern Terrene Cauſes, or Matters concerning buſineſſes of the County, made or done upon the Sea; Yet if Contracts, Pleas, or Quarrels, which concern Marine Cauſes, or Matters belonging to the Sea, be made or done within the Bodies of Counties, the Admiral ought not to have the like Cognizance, And if no reaſon thereof can be ſhewed, how according to the general Rule which Sir *Edward Coke* delivers touching the Conſtruction of Statutes, the common Interpretation which is made of that of the 15. of *Richard* 2. Chap. 3. by which Contracts, Pleas, and Quarrels ariſing within the Bodies of Counties, are extended to Contracts, Pleas, or Quarrels relating to Marine affairs, can be juſtified, the reaſon of the Rule being, *Cum Ratio ſit anima Legis, non videtur Legiſlator id ſenſiſſe, quod ratione caret, etiamſi Verborum generalitas, prima facie aliter ſuadeat.*

And that the place only, where a Contract is made or written, ſhould alter or transfer the Juriſdiction to the Courts of Common Law, may ſeem very unreaſonable, for the reaſons following.

Firſt, for that Contracts, Pleas, and Quarrels, being things incorporeal, or matters of right, may more properly be ſaid to ariſe from that, from which they are cauſed, or occaſioned, than from the place where they happen to be made, and ſo Contracts, Pleas, and Quarrels occaſioned by the buſineſſes of the County, may be ſaid to ariſe within the Body of the County, and Contracts, Pleas, and Quarrels occaſioned by the buſineſſes of the Sea, may be ſaid to ariſe from the Sea, in what places ſoever they happen to be made, or Written. So it is properly ſaid, *Ex facto jus oritur, & actio oritur ex delicto.* Becauſe the Law reſults from the fact,

fact, and the Action is occasioned by the fault. So where the Jurisdiction of the Admiral of *France*, is said to be, *pour le fait de la Mer*, Mr. *Selden* renders it in Latin, *ob causam aliquam à re maritima ortam*, and *Salmatius* (as before) saith, *usuræ propter pecuniam trajectitiam præstandæ maritimæ & nauticæ vocantur, etsi nummi in terris dantur.* *Artic. 49. De Usuris c. 2.*

Secondly, that the end of a Contract, being to have something performed, and Pleas and Quarrels are occasioned by the non-performance, or ill performance of the same, The place of performance is more considerable, than the place where the Contract was made, or written; So *Ulpian* a famous Roman Lawer saith, *Mulier exigere dotem illic debet, ubi maritus domicilium habet, non ubi instrumentum dotale conscriptum est, nec enim id genus contractus est, ut tam cum locum spectari oporteat, in quo instrumentum dotis actum est, quam locum domicilii, in quem mulier per conditionem matrimonii reditura erat, When a Dowry is to be restored to a Wife, after her Husbands death or divorce, it is not to be estimated, according to the value of things where the instrument or deed of the Dowry was made, but according to the value of the place where the Dowry was to be made good, that is the place, where her Husband lived.* *l. exigere, D. de Judiciis.*

Thirdly, for that if the Question be whether a Maratime Contract were made or no, it may be determined by a Jury of the place, But if the Plea or Sute be (as most commonly it is) whether the Contract be performed, or not performed, it cannot be determined but upon proofs, made from the place of performance, of which the Vicinage to the place where the Contract was made, can take no notice, and therefore it is improbable that the Statute should intend that such Sutes should be tried, discussed, and determined only by the Courts and course of Common Law.

Fourthly, the Common Law is not so strict, but that according to the nature of the business, it allows Jurisdiction to other Courts; For although Promises and Contracts of money, are generally Pleadable in the Courts of Common Law, yet as *Bracton* writes, *causæ de rebus promissis ob causam matrimonii, in foro Ecclesiastico terminari debent, quia cujus juris, id, jurisdictionis, est principale, ejusdem erit accessorium*; And in another place he gives a reason for the same, *quia semper videndum propter quid aliquid fit, vel promittatur.* And again, although Sutes touching Tenures and Services belong to the same Courts of Common Law, yet *Littleton* shews, That if *Tenants in Frank Almain, fail to perform divine Service, the Lord may complain thereof to the Ordinary*; and Sir *Edward Coke* in his Comment thereupon observes, that the *Law doth appoint every thing to be done, by those to whose Office it properly appertaineth, and so saith he, the Lord hath remedy for his Divine Service (albeit it issue out of temporal Lands) in foro Ecclesiastico, by the Ecclesiastical Court.* And certainly if what constructions are made of the Law, were made of this Statute, it would be more easily admitted, That a Maritime Contract, although made, or written within the County, should be tried before the Judge of the Admiralty, whose Office it is to determine Maritime causes. *Donatio in Matrimonium.* *Sect. 136.*

Thirdly, For the better discerning of the meaning of this Statute, it is offered to consideration what hath been the sense of Parliaments in preceding and subsequent Statutes; as first in the Statute of the Staple made in the 27 of *Edw.* the 3. in 3 *Chap.* where it is declared, *That the Mayors and Constables of the Staple, shall have Jurisdiction and Conusance within the Towns where the Staple shall be, of all manner of things touching the Staple, which shall be ruled by the Law Merchant, and not by the Common Law of the Land, nor by the usage of Cities, Burroughs, or other Towns, &c.* So that all manner of Contracts and Covenants made betwit Merchant, and Merchant or other, where one party is a Merchant, whether the *Contract be made within the Staple, or without*, the Plaintiff may sue his action or Quarrel before the Justices of the Staple by the Law of the Staple, unless he make choice to sue in some other place of the Common Law; from which may be observed, First, That the Merchants businesses, by the Judgment of the Parliament, were held fitter to be regulated by a special Law, *viz.* the Law-merchant, than by the common Laws or Customes of the Countries. Secondly, That where Contracts or Covenants did

concern Merchandize, or matters belonging to the Staple, it was not thought considerable, to point of Jurisdiction, whether the Contract or Covenant were made within or without the precincts of the Staple.

The subsequent Statutes are that of the 32 of *Hen.* 8. *chap.* 14. which declares that the Court of Admiralty may hold plea of Charter-parties; and that of the 43 of *Elizabeth*, *Chap.* 12. which hinders the Courts of Common Law from medling with Policies of Assurance, which two things are the main matters endeavoured to be maintained by the Statute of the 15 of *Rich.* the 2. to belong to the Conusance of the Courts of Common Law, because they are usually made at Land, within the bodies of Counties.

The Statute of the 32 of *Hen.* 8. *Chap.* 14. prohibiting the employment of Foreign Ships, ordained, concerning the Shipping of this Kingdom, *That the Owners, or Masters make their departure from the Port of* London, *after the Freighting, or Lading of the Ship, as soon as wind and weather will serve, according to the Charter-party made betwixt the Owner, or Master, and the Merchants, without protracting of time, and also that they, and every of them to his power, shall see and provide that all Wares and Merchandises, which shall be by the said Merchants, and their Servants brought into any Ship or Vessel, shall be honestly and in good order saved and kept; Provided always, that if any Merchant-stranger, or other, find himself grieved, or damnified, by negligent keeping of his Wares, or Merchandises, or by long delaying, or protracting of time, in making of the Voyage, by the said Owner, his Master, or any of the Mariners of the said Ship, otherwise than shall be agreed in, or by the said Charter-party, not having been letten by wind or weather, he shall and may have his remedy by way of complaint, before the Lord Admiral of* England *for the time being, his Lieutenant, or Deputy, against the said Owners or Masters, who shall or may summarily, and without delay take such order therein, as shall be thought to their discretions most convenient; and according to right and justice in that behalf.* It is true, that the Cases expresst, are for the Merchants to recover Satisfaction for delay, or damage done to their Goods, according to the Charter-party from the Owners, and Masters of Ships; and it were very unreasonable, if the Master or Owner having duely performed their Voyage, might not seek the like remedy before the same Judge against the Merchants, not observing the Charter-party, either in not Lading their Goods within the time appointed, or not paying the Freight according to agreement in the same contained and expresst, the causes being *hinc inde* reciprocal, and it being sometimes held an absurdity, *Illud quod in uno eodemque judicio terminari potest, apud diversos Judices ventilari.*

The Statute of the 43 of *Elizabeth*, *Chap.* 12. declares, *That whereas differences growing upon Policies of Assurance had been ordered by discreet Merchants, approved by the Lord Mayor, who did speedily decide those Causes, until that of late years, divers persons did withdraw themselves from that arbitrary course, and have sought to draw the parties assured, to seek their monies of every several assurers by Sutes commenced in her Majesties Courts, to their great charges, and delay, thereupon it was enacted, that a Commission should be granted, giving power to certain Commissioners* (the first whereof is the Judge of the Admiralty) *to order and decree such Causes, in a brief and summary course, without formalities of pleadings and proceedings.* *Malines* affirms, that he amongst others, was one who upon experience of the great inconvenences which followed upon the drawing of those Causes, to the Courts of Common Law, solicited the Parliament to pass that Act.

P. 1. *c.* 24.

The Legal authorities which may be conceived to be intended to debar the Admiral from the Conusance of Contracts, and Writings made at Land, touching things to be performed at Sea, or such as shew that since the making of the Statute of the 15 of *Rich.* 2. *Chap.* 3. and not before, the Courts of Common Law have admitted, and held Pleas of Charter-parties, of Policies of Assurance, and declared something concerning Mariners wages. Touching Charter-parties, it is shewed first, that in the 31 of *Hen.* 6. an Action was brought upon the Statute, of double damages, by *William Hore* against *Jeffery Unton*, who had sued the said *Hore* in the

the Admiralty for Fourscore pounds upon a Charter-party of Freightment of a Ship of the said *Jeffryes*, imployed to go towards *Island*, in regard, *Contractus ille apud novam Sarum infra Corpus Comitatus, & non super altum mare factus, & junctus fuit*; whereupon damages were assessed against the Defendant to an hundred Marks, and costs to 40 l.

Again, that in the 28 of *Elizabeth*, in the Kings-Bench, upon a Charter-party, by a Deed indented which was made at *Thetford*, in the County of *Norfolk*, *Evangelist Constantine* sued *Hugh Glyn*, for the breach of Covenant, in not staying at *Muttrel* in *Spain*, so many days as were limited by the Covenant, whereupon he was condemned in 500 l. and in arrest of Judgment it being shewed, That the issue did arise out of a place in a Foreign Kingdom from whence no Jury by twelve Men might be had, and that therefore the Tryal was not sufficient, Sir *Christopher Wray*, and the whole Bench resolved, that the Plaintiff should recover 500 l. besides the costs and damages, because the Charter-party was made at *Thetford* within the Realm.

Concerning Policies of Assurance, That in the 38 of *Hen.* 8. in a Case betwixt *Crane* and *Bell*, touching a promise made at *Dartmouth*, That the Ship should pass without taking, which was afterwards surprized by the *Spaniard* upon the high Sea, it was held not determinable in the Admiralty, for although the taking were upon the Sea, yet the promise was upon the Land.

Again, that in the 36 of *Elizabeth*, an Action of the Case was brought in the Kings-Bench upon an Assumpsit, from a Policy of Assurance, where it was undertaken, That a Ship should sail safely from *Melcomb Regis* to *Abbevil* in *France*, the Ship being Arrested by the *French* King in the River of *Somme*, in the Realm of *France*, and the matter was there adjudged: To which may be added what Sir *Edw. Coke* delivers for Law in *Dowdales* Case, *Cum combien le contract comme le performance, &c.* when *as well the Contract as the performance of it, is wholly done beyond the Sea, and it so appears, the Tryal fails at the Common Law:* But here, saith he, the Assumpsit was made at *London*, which is the ground and foundation of the Action, and therefore the Tryal of necessity shall be there, or otherwise it shall not be tryed at all; and the Arrest which is the Issue, is not the ground of the Action, but the Assumpsit, *&c.*

Touching Mariners wages is, that of the Book of 48 of *Edw.* 3. where it is said, That if a Mariner make a Covenant with one to serve in a Ship on the Sea, yet if his wages be not paid they shall be demanded in that Court, by the Common Law, *Nemy per ley Mariner.*

To these Authorities it may be replyed, in general, but the last, are grounded upon the commonly received sense of the Statute of the 15. *Rich.* 2. that the Contract doth rise only there, where it is made or written, without any respect to the nature of the business, and the occasion thereof, from whence in truth it doth more properly arise; And whereas other Acts of Parliament have in some special points ordained and declared otherwise, it may be hoped that it may not be held a Crime unexcusable, if a Man should doubt of the reasonableness of those Authorities.

Touching the Particulars, As First of the 31. of *Henry* 6. betwixt *Hore* and *Vnton*, wherein double Damages were given for suing in the Admiralty Court upon a Charter-party, it is said, that the Sute was upon a Charter-party of Freightment, Fourscore pounds, It doth not appear it was for the freight of the Ship, although it be most probable; and if it were so, why the Master of the Ship should not as well sue for his Freight, by virtue of the Statute of the 32. of *Hen.* 8. as the Merchant by virtue of the same Statute, might sue in the Admiralty for damage done to his Goods aboard a Ship, contrary to the Charter-party, without any respect to the place where it was made? if no reason can be shewed, that Judgment may be thought not to have been grounded so much upon Reason as it was upon the common received Opinion of the meaning of that Statute, as it is therein related, *quia contractus ille apud novam Sarum, factus & junctus fuit.* Touching that of the 28. of *Elizabeth*, whereby

whereby *Glynn* was condemned to *Conſtantine* for breach of Covenant, in a Charter-party, in the ſum of 500l. it ſeems a Caſe far more reaſonable, though ſomething grievous, becauſe it is not denied, but that a Sute upon a Charter-party may be commenced at the Common Law, upon a penalty, as it ſeems that was for breach of Covenant, in not ſtaying at *Madrill*, ſo many days as were limitted by the Charter-party, Only that is thought no concluding argument, againſt a Sute in the Admiralty for Freight grounded on a Charter-party; But whereas when in the Arreſt of Judgment, it was alledged that the Tryal was not ſufficient, becauſe the the Iſſue did ariſe out of a place in a Foreign Kingdom, from whence no Jury, by Twelve Men might be had, Sir *Edward Coke* ſays, that Sir *Chriſtopher Wray* and the whole Bench reſolved, That the Plaintiff ſhould recover coſt and damages, becauſe the Charter-party was made at *Thetford* in *Norfolk*, within the Realm, it is as much as if Sir *Edward Coke* had ſaid, that whether the ſuggeſtion in the Iſſue, were true or falſe, tryed by a competent, or incompetent Jury; yet if the Sute were brought upon a Charter-party, the Conuſance thereof did belong to the Common Law, and whether the former Judges, had proceeded well or not, was not material; ſo that what is premiſed formerly touching Judgments and judicial Acts, in the firſt Chap. may from this Caſe be excuſed.

And as touching the infinite Prohibitions granted upon Sutes commenced in the Admiralty concerning Charter-parties, there may be ſomething declared and made appear reaſonable hereafter, in another place.

As to the inſtances of Policies of Aſſurance held tryable at the Common Law, although by the Statute of the 43. of *Elizabeth*, it hath been ſhewed, that the Proceedings in thoſe Cauſes at the Common Law, were altogether inconvenient to the Kingdom; yet in regard Sir *Edward Coke*'s Reaſons in *Dowdales* Caſe for the maintaining of Proceedings in ſuch buſineſſes, may be applyed to other matters, to the prejudice of the Admiralty-Juriſdiction, ſomething may be obſerved concerning the ſame, in Sir *Edward Coke*'s Reaſons; As firſt, That the Aſſumpſit is the ground and foundation of the Action; and that the Arreſt, or Imbargo in that Caſe had been no ground of an Action, if there had been no Aſſumpſit, neither could the Aſſumpſit have produc'd an Action, if there had not been an Arreſt. But what was the neareſt and immediate ground of the Action? without doubt, the Arreſt, and what was chiefly in queſtion? not the Aſſumpſit, for it was taken for granted, that that was done in *London*; but it was the Arreſt, which (as it was declared) was in Iſſue; And it is likely that the Common Law which intended a Tryal of the Vicinage, intended it of the thing or matter which was in Iſſue, to be tryed. But he further argues, That the Tryal muſt be of neceſſity where the Aſſumpſit is made, for otherwiſe there could have been no Tryal at the Common Law, which might have ſavour'd of ſome reaſon, If poſſibly there could have been no Tryal in any other Court; but the Cauſe being Maritime, and amongſt Merchants, it might more properly have been tryed in the Admiralty or in the Aſſurance-Court, without a Jury or Tryal of Twelve Men, by Witneſſes, as *Forteſcue* acknowledeth.

Thirdly, touching that of the Book of 48. of *Edward* the 3. where it is ſaid, That if a Mariner make Covenant only to ſerve in a Ship on the Sea, yet if the wages be not paid, they ſhall be demanded in that Court by Common Law, not by the Law Mariner, the occaſion was, that an Action of Debt being brought at the Common Law, upon an Obligation dated at *Harflet* in *Kent*, whereas in truth it was made in *Normandy*, and the conſideration was Service done in War in *France*, thereupon one of the Judges ſaid, That the ſum demanded growing due for Service done in War, the Cauſe ought to be tryed in the Conſtable and Marſhals-Court; Another (as it ſeems willing to retain the Cauſe) ſaid that he hired a Man to go in a meſſage to *Rome*, although the Service were done in another Realm, yet what was due by covenant, might be recovered in that Court; Another ſaid, if a Mariner make a Covenant with one to ſerve in a Ship on the Sea, yet if his wages be not paid, they ſhall be demanded by the Common Law, &c. So that it is plain it was

not

not a Reſolution of the Court, but a *fuit dic*, as they ſay, and one Man's opinion by way of argument to another purpoſe; And the ground thereof might be, that if it were in Iſſue whether ſuch a Covenant were made, it might be tryed at the Common Law, but it doth not conclude but that if the Queſtion were, whether the ſervice in the Ship were performed on the Sea, it might more properly be tryed in the Admiralty Court.

For confirmation on this point.

First, To the 4th Requeſt of the Judge of the Admiralty to the Lord Chief Juſtice of the Kings-Bench, *May*, 12. 1575. *viz.* That the Judge of the Admiralty may have and enjoy the knowledge of the breach Charter-parties made between Maſters of Ships and Merchants for Voyages to be made to the parts beyond the Sea, according as it hath been accuſtomed time out of mind, and according to the good meaning of the Statute of 32. *Hen.* 8. *chap.* 14. though the ſame Charter-parties be made within the Realm; The Anſwer is, *This is agreed upon for things to be performed upon, or beyond the Seas, though the Charter-party be made upon the Land, by the Statute of* 32 *Hen.* 8. *chap.* 14.

Secondly, it was agreed unto by all the Judges and Attorney-General before the King and his Counſel, *That if a Sute be before the Admiral, for Freight or Mariners wages, or for breach of Charter-parties for Voyages to be made beyond the Sea, although the Charter-parties happen to be made within the Realm, and although the money be payable within the Realm, ſo as the penalty be not demanded, a Prohibition is not to be granted.* But if the Sute be for the penalty, or if the Queſtion be made whether the Charter-party were made or not, or whether the party did releaſe, it is to be tryed by the King's Court at *Weſtminſter*; So that at firſt it be denied upon Oath that a Charter-party was made, or a denial upon Oath tendred, to which it may be added, that it was there further agreed, *That if Sute ſhall be made in the Court of Admiralty, for building, amending, ſaving, or neceſſary victualling of a Ship, againſt the Ship it ſelf, and not againſt any party by Name, but ſuch as for his intereſt makes himſelf a party, no Prohibition is to be granted, though this be done within the Realm.*

ASSERT. VI.

That the Admiral of England *may hold Conusance of things done in Ports, and Navigable Rivers, as touching Damages done to Persons, Ships, and Goods, Annoyances of the Publick-passage, and unlawful Fishing.*

First, it is apparent that Ports, and Navigable Rivers, are places where Maritime businesses and causes of Difference concerning the same, may happen, as well as on the main Sea it self, and in truth are more proper for such affairs, than for any ordinary businesses of the Land, *Portus* (saith *Ulpian*) *est locus conclusus quo importantur merces & exportantur*, and importation and exportation of Goods, do chiefly concern Navigation, and Merchants affairs.

l. 39. *D. de verb. signif.*

Secondly, *Flumina navigabilia*, that is Navigable Rivers, are of the same condition and use, and it is allowed by the Common Law, *that every Water which flows and reflows, is an Arm of the Sea*; and Mr. *Selden* maintains that Navigable Rivers are in the King's special Dominion and Protection, and under the King, within the Jurisdiction of the Admiral: For he shewing the difference betwixt the Admiral of *France*, and the Admiral of *England*, saith, *the Government of Rivers, which are in the Dominion of the King of* France, *belongs not to the Admiral of* France, *but to the special Jurisdiction of those who are called the Presidents or Masters of the Waters, and Forests: For the Publick Rivers, as he affirms, within the limits of that Kingdom, belong wholly to another Office, and not to that of the Admiral, as it doth to the Admiral of* England.

De Dominio Maris lib. 2. *cap.* 18.

Thirdly, it is evident by the Judgments of *Oleron*, established for Law in the Admiralty of *England*, That many causes are resolved concerning Damages done by one Ship to another, sailing in the River, and for falling foul one upon another in the Port or Habour, as also for loss done to Merchants Goods in the Ports of discharge by miscarriage in the unloading, by reason of unfit coardage and tackling. It may likewise be shewed out of the Inquisition taken at *Quinborough*, that many things done in Ports and Navigable Rivers, are within the Jurisdiction of the Admiralty, as Ship-wrights taking excessive wages, removing of Anchors, cutting of Buoy-ropes, and taking Salmon at unseasonable times, the using of unlawful Nets, the spoyling of Beds of Oysters, the dregging for Oysters and Mussels at unseasonable times, and divers other matters. Against the Admirals Jurisdiction in this respect are pretended likewise Statutes, Book-cases, Judicial Acts, &c. by which it is endeavoured to be proved, That the Admirals Jurisdiction is confined only to the high Sea, and wholly excluded from things done in Ports and Navigable Rivers, which are said to be within the bodies of the Counties of the Realm. The first Statute is that of 15. *Richard* 2. which declares, that the Court of Admiralty hath no manner of Conusance, Power, or Jurisdiction of any Contract, &c. or any other thing rising within the Bodies of Counties, either by Land or by Water; which latter part is so General, and uncertain, that according to the general rule delivered by Sir *Edward Coke*, before-mentioned, *lex generaliter loquens restringenda est*, &c. for by the general understanding of it, as it is most generally understood by the Professors of the Common Law, it doth not only debar the Admiral from the Conusance of those causes, which he is supposed to have encroached to the prejudice of the Courts of Common Law, but also from the conusance of those things, which they

they were wont, or ought to have of right, contrary to expreſs meaning of the Preamble of that Statute, as all thoſe Cauſes which before this Statute did belong to the Admiral by the Roll of *Oleron*, and the Inquiſition at *Quinborough*.

But it may reaſonably and probably be conceived, that the Statute intending to reſtrain the Admirals Juriſdiction, intended by the words, *Other things in general*, ſuch things, about which Actions and Sutes at the Common Law might ariſe, And having before mentioned Contracts, Pleas, and Quarrels, wherein private perſons might have an intereſt by way of perſonal Actions, did afterwards add *other things ariſing within the Bodies of Counties*, intending thereby publick offences, and ſuch as are againſt the Crown, as Treaſon, Murther, Manſlaughter, Mayhemes, Robbery, Treſpaſſes, *vi & armies*, and the like, which interpretation, Firſt is agreeable to the Preamble, which mentions encroachments upon the Juriſdiction, *&c.* pertaining to the King. Secondly, becauſe the Statute ordaining that ſuch things ſhall be tryed, diſcuſſed, and determined by the Laws of the Land, and not before the Admiral; ſeems to intend things, which might be tried either way, as Offences of that Nature, which done on the Sea, might have been tried before the Admiral, and being done on the Land were to be tried in the Courts of Common Law. Thirdly, becauſe the reſervation in the concluſion of the Statute Provides, that nevertheleſs of the Death of man, or Mayheme done in great Ships, being, and hovering in the main ſtream beneath the Bridges next to the Sea, the Admiral ſhall have Conuſance, which being in the nature of an Exception, implies, that the things before mentioned in general, were to be underſtood of Offences, or matters of the ſame nature, and condition.

Sir *Edward Coke* where he cites the Statute of 15. *Rich.* 2. notes, that it was to be obſerved, how curious the makers of it were, to exclude the Admiral from all manner of Juriſdiction, within any Water which lyeth within any County of the Realm; but if his words be conſidered, his curioſity goes far beyond them, for whereas the words of the Statute Anciently and generally have been received, only beneath the Bridges next or nigh the Sea, he renders it only beneath *the Points of the ſame Rivers*, The French word *Pounts*, being eaſily turned into *Points*, which Criticiſm might have the better paſſed, if it might be known what were meant by *Points of Rivers*; we underſtand by *Points of Land*, ſome extreme parts or ends, which in reſpect of the reſt, are of a more accute figure, but Rivers towards the Sea, (which way the Criticiſm looks) grow broader, or wider, far from any Angular acuteneſs; Again, we commonly ſay above, or beneath the Bridge; but if we ſpeak of the extremites, we ſay behither or beyond, within or without the Lands end; beſides, whereas the words in that place are Ships riding in the main Stream of Navigable Rivers, it may be doubted where that main Stream can be found beneath the points of the River.

The former reading of the Statute, *viz. beneath the Bridges*, is agreeable to an ancient Edition of the Statutes at large Printed 1543. above a hundred years ſince; ſo *Raſtals* Abridgment, and *Poultons* Collection of the Statutes, and is ſo received by *Crompton* in his Juriſdiction of Courts, where he writes of the Admiralty, according to the Statutes. It is further confirmed by a Manuſcript Copy of the Statutes in *French*, in the Library of *Merton* College in *Oxford*, in which are theſe words, *Nime meyns de mort de omme, & de mayheme, engroſſes neifs, eſtants & overantes, amy le haut ſio des groſſes reviers tant ſeculament, par-avali des pounts, des meſmes les riviers, & L'n Admiral conuſance.*

The ſecond Statute that may be applied to this purpoſe is that of 5 *Elizabeth*, *Chap.* 5. which relating to divers things made offences by that Statute, ordains, *that all and every of the ſaid offences done on the main Sea, or Coaſts of the Sea, being no part of the bodies of any Counties of the Realm, and without the Precinct, Liberty and Juridiction of the Cinque Ports, and out of any Haven or Pier, ſhall be determined by the Lord Admiral.*

Touching this Statute it may be obſerved, That the end thereof was according to

the Title, for the maintenance of the Navy, and as for a mean to that end, for the imploying of *Englisſh* Shipping, eſpecially for the bringing in of Fiſh, for which purpoſe it provides, That Wedneſdays ſhould be held Fiſh Days; That none ſhall demand toll of Fiſh brought in Subjects Ships; That no Herring unſalted ſhould be bought out of ſtrangers bottoms; beſides, that no Wares ſhould be carryed from Port to Port; and that no Wine, nor Woad ſhall be brought in but in *Engliſh* Ships, of which buſineſſes it might be more fit for the Officers of Corporate Sea-Towns to enquire, than for the Admiral, which the Parliament underſtanding, might without prejudice to his Juriſdiction in other matters except from him touching offences of that kind, the enquiry within Havens and Piers.

Beſides, whereas Sir *Edward Coke* recites the words, *That all ſuch Offences ſhall be tryed before the Admiral*; the words of the Statute are, *before the Lord Admiral of* England, *or his Lieutenant or Deputy or Deputies, and other Juſtices of Oyer and Terminer, according to the Statute of the* 28 Hen. 8. *for Cauſes of Piracy.* So that it concerns not the Admiral in his ordinary capacity, but as he is chief in that Commiſſion. And whereas Sir *Edw. Coke* from this concludes, That by the Judgment of the whole Parliament, the Juriſdiction of the Admiral is wholly confined to the Sea, and Coaſts of the Sea, being no parcel of the County, how ſtrongly ſoever he conceives it, under favour it is no good Argument, to infer from theſe new created offences, of which he is to enquire in an extraordinary way, that he hath no Juriſdiction in other matters, which did formerly belong unto him, eſpecially touching Navigable Rivers, of which in this Statute there is no mention, nor exception.

Moreover, whereas the Judgment of the Parliament in this Statute is ſo confidently urged for the limiting of the Admirals Juriſdiction, it is deſired, that to the points in queſtion, two other Statutes, the one long ſubſequent to that of *Rich.* 2. the other not long preceding that of the 5. of Queen *Elizabeth*, may be taken into conſideration.

The firſt is that of 28 *Hen.* 8. *Chap.* 15. concerning the Tryal of Piracies, and other crimes committed within the Admirals Juriſdiction, wherein it is declared, *That all Treaſons, Felonies, Murthers, Robberies, Confederacies committed in or upon the Sea, or in any other Haven, Creek or place, where the Admiral, or Admirals have, or pretend to have Juriſdiction, ſhall be enquired, tried, heard, or adjudged by the Admiral, and others appointed by the Kings Commiſſion under the Great Seal, in ſuch Shiers and places of the Realm as ſhall be limited in the Commiſſion, as if any ſuch offence had been committed upon the Land*, &c.

The end of this Statute was, that whereas Piracies, and other offences committed within the Juriſdiction of the Admiralty, were formerly tryed according to the Civil Law, and Offenders could be Convicted onely by Confeſſion of the parties, and proofs by Witneſſes, to reduce the Tryal of the ſame to the courſe of the Common Law by a Jury of Twelve men; by which Statute, although the Manner of the Tryal of Offences were altered, yet the Limits of the Admirals Juriſdiction are allowed to extend not onely to the Sea, but to Havens, Creeks and places, where the Admiral, or Admirals have, or pretend to have Juriſdiction. And in the Commiſſion of Oyer and Terminer grounded on that Statute, the places of Offences committed, to be heard and determined before the Admiral, and others, are thus deſcribed, *Tam in aut ſuper mari, aut aliquo portu, rivo, Aqua dulci, Creca, ſeu loco quocunque infra fluxum maris ad plenitudinem, a quibuſcunque primis pontibus verſus mare, quam ſuper littus maris, & alibi ubicunque infra juriſdictionem noſtram Maritimam, aut limites Admiralitatis Regni, noſtri, & Dominiorum noſtrorum*: By which words, not onely power is given to hear and determine Offences in thoſe places; but it is likewiſe declared that thoſe places do belong to His Majeſties Maritime Juriſdiction, and of his Admiralty.

The ſecond Statute is that of the firſt of *Elizabeth*, *Chap.* 17. made for the preſervation of Spawn and fry of Fiſh, and the remedies thereof, being provided, it is ordained, *That the Lord Admiral of* England, *and the Lord Mayor of* London *for the*

the time being, and all and every other, which lawfully have, or ought to have any conservation, or preservation of any Rivers, Streams or Waters, shall have power to enquire according to that Act, which plainly shews, that the Parliament then conceived, that the Admiral of *England* had power and Jurisdiction to some purposes in Rivers and Streams, salt and fresh, otherwise, he had not been named in the first place, amongst those who had right of conversation of the same.

The Jurisdiction of the Admiralty as to publick offences and causes criminal since the Statute of 15 *Rich.* 2. hath been so well settled by the Statute of 28 *Hen.* 8, that there can be little occasion of difference touching those matters betwixt the Courts of the Common Law, and the Court of Admiralty; yet Sir *Edward Coke* having unnecessarily collected many other legal Authorities which may be applied to maintain that by the Common Law the Admirals Jurisdiction did not extend to Ports and Navigable Rivers, it may not be amiss to examine the grounds and weight of the chiefest of them, which may be reduced to two heads; First, such as shew that Havens and Navigable Rivers are within the bodies of Counties, and that the Common Law hath held plea of things done in them. Secondly, That the Courts of common Law have punished such as have sued in the Admiralty Court, for things done in Ports and Navigable Rivers.

Touching the first, these Authorities might be intended.

First, That in the time of *Edw.* the first, a Replevin was brought for the taking of a Ship on the Coasts of *Scarborough* in the Sea, and carrying her into the County of *N.* The Defendant although he pleaded that the thing was done on the Sea, was over-ruled to answer, from whence amongst other things Sir *Edw. Coke* makes a special Observation, That when the taking of a thing is partly on the Sea, and partly on the Land, the Common Law shall have the Jurisdiction.

Secondly, That in the time of *Edw.* 2. It was held, That where one may see what is done on one part of the Water, and on the other, it was held no part of the Sea, and that the Coroner shall exercise his Office in this case, and of this the Country may have knowledge.

Thirdly, That in the 43 of *Edw.* the Third, sixty Acres of Marsh ground over which the Sea did flow and reflow, were adjudged parcel of the Mannor of *Brancaster*, belonging to the Abbot of *Ramsey*, and by consequence were within the body of the County to the low Water mark.

Fourthly, That in the 46 of *Edw.* 3. an Action of Trespass being brought in the Kings Court against certain Persons of *Hull*, for taking a Ship in the Haven of the Town, the Mayor and Bailiffs demanded Conusance by Charter of the King, by which it is granted, that the Citizens and Burgesses of *Hull*, should not be impleaded, *Alibi de transgressionibus infra Burgum, quam infro Burgum*, which was allowed, and the Haven lying within the Burrough, by consequence was within the County.

How far these Authorities conduce to the proof of the head proposed, may be doubted, but as to the ground of the head it self, which is so much insisted on, That where the Courts of Common Law have Conusance, the Court of Admiralty can have no Jurisdiction, under favour it is sufficient, for in the same place several Courts to several purposes may have distinct Jurisdictions, Robberies and divers other Offences committed in Forrests, are Prosecuted before the ordinary Justices, and yet the Justice in Eyre concerning vert, Venison and other things retains his special Jurisdiction. In *France* as *Sanction* Writes, the Lords of Mannors adjoyning to Navigable Rivers, have several Rights of Fishing, and other commodities, by the Kings grant or by Prescription, and if they be disturbed they may have their remedies, in the Ordinary Courts of Justice, but as touching the free use of the Rivers in respect of Navigation, and that which concerns the Publique, the special Officers called the Masters of the Waters, (whose Authority in this Kingdom belongs unto the Admiral) have the charge thereof, and if any Impediments be given, or Annoyances done in those respects, it belongs to their Jurisdiction and power to reform the same.

Jurisdict. of Courts p. 283. *lib.* 2. *de Eaux & Forests art.* 1. *cap.* 1.

Touching the particulars, and firſt of that of the Replevin in the time of *Edw.* 1. concerning a Ship taken in the Sea, and brought into a River, and the Defendants being over-ruled to Anſwer, the Reaſon was, as *Berry* the Chief Juſtice ſaid, becauſe the King would have the Peace kept, as well by Sea, as by Land, Mr. *Selden* in his Notes upon *Forteſcue*, recites the caſe more fully and gives another Reaſon, *viz.* That *William Crake de Holtham* was Summoned to Anſwer a complaint of *Robert de Beauſe*, for taking away a Ship of the value of 40 *l.* on the Sea, near *Scarborough*, to which it was pleaded by the Counſel, that the Plaintiff did count or declare of a thing taken on the Sea, out of any County, ſo that if the matter were put in iſſue before the County, it could not be reſolved what Sheriff ſhould Summon the Country, and that the Admiral was appointed by the King to hear and determine Sutes of things done on the Sea, *&c.* Whereunto *Berry* Chief Juſtice of the Common Pleas Anſwered, we have a general Power throughout all *England*, but of the Power of the Admirals of which you ſpeak, we know nothing, neither will we Aſſign our Power to them without Commandment from the King, touching which you ſhew nothing; *Haward* ſaid, The place is ſo near, that if a man had killed one there, he ſhould have been taken, and brought to the Land, and Hanged, as well as if the Fact had been committed on the Land; *Mettinggam* ſaid more, we tell you that we have power of things done on the Sea, as upon the Land, and therefore we order you to anſwer; The Reaſon which Mr. *Selden* gives, was becauſe in thoſe times the Common Law had Conuſance of things done on the Britiſh Sea within the view of the Land, although afterwards it kept its limits, *infra corpus comitatus*, *Leaving the Sea wholly to the Admiral*; So that according to the Verſe, ſometimes applyed by Sir *Edward Coke*, *Judicis officium eſt, ut res ita tempora rerum Quærere*, the Caſe adjudged in the time of *Edw.* 1. can be no preſident for ſubſequent times, when the Admiralty Juriſdiction was better ſettled; and ſo it falls out with Sir *Edw. Coke's* Obſervation upon that Caſe, *viz.* That when the taking of a thing is partly in the Sea, and partly in a River, within the County, the Common Law ſhall have the Juriſdiction, becauſe that in latter times, it hath been reſolved otherwiſe, as in the Mayor of *Harwich* his Caſe, which was, That the Vice-Admiral of *England* having ſeized a Maſt floating on the Sea, cauſed certain Fiſher-men to draw it to ſhore at *Harwich* in *Suffolk*, where the Mayor then claiming Admiralty Juriſdiction, likewiſe ſeized it, for which he being ſued in the Admiralty Court of *England*, moved for a Prohibition; but the Judges were of Opinion that it did belong to the Admiral of *England*, and denied a Prohibition, becauſe the ſeizure at Sea, and drawing to ſhore at *Harwich* was one continued Act; and therefore the drawing it to ſhore at *Harwich*, gave no right to the Mayor of *Harwich*. The like may be gathered from a Reſolution *in communi banco*, 40 *Eliza. viz.* An Inhabitant of *Plymouth*, being Owner of a Ship, joyned in the Furniſhing and Victualling her, and ſent her to Sea, in which imployment the Captain of the Ship by Piracy took a *French*-mans Ship Laden with Salt, and brought her into *Plymouth*, and ſold his Salt to the Owner; whereupon the *French*-men ſued the *Plymouth*-man being Owner, in the Admiralty Court, for the Ships goods, and upon ſuggeſtion that part of the wrong was done upon the Land, a Prohibition was awarded, but after a long debate, a Conſultation was granted, becauſe the firſt wrong was done upon the Sea.

cap. 32. *p.* 31.

Secondly, Touching the Coroners Exerciſing his Office (in the time of *Edw.* 2.) in an Arm of the Sea, where one might ſee what was done on one ſide, and on the other; whereupon *Stanford* concludes that by the Common Law, before the Statute of the 2 *Hen.* 4. (or rather of 15 of *Rich.* 2.) the Admiral had no Juriſdiction, but on the high Sea, which onely Authority, ſaith Sir *Edward Coke*, was ſufficient to over-rule all Queſtions. It may be obſerved what was delivered in the precedent Caſe, concerning thoſe times; and it may be further noted what Mr. *Selden* Writes of the power and Authority of the Sheriffs in thoſe times, *Sæculis priſcis antequam ſummorum Admirallorum authoritas*, &c. *In ancient times before the*

Lib. 2. *c.* 14. *p.* 188.

the Authority of the high Admirals of England *was sufficiently Established by our Kings, and so distinguished, that the Government of the Sea did wholly belong unto them, the Sheriffs had some Authority in the Sea adjoyning to the County, which did appear in that they did execute the Kings Precepts upon the Sea, and convey the Kings Ships from one Port to another, through the Seas, which was done about the time of* Hen. *the* 3. *and of* Edw. *the* 1. *but in subsequent times, it was never heard of,* postquam omnimoda Maris custodia, &c. *after that all manner of guarding the Sea,* &c. *was by our Kings referred to the High Admiral, and to them only and their Deputies, which now belongs unto them by right unquestionable.* In which times if the Coroner did Exercise his Office, where at this time he cannot, for the reason aforesaid, it may be granted, but no good Argument can be drawn from those times to the times following, when the Admiralty-Jurisdiction was better settled.

Thirdly, The Authority of the Marsh Grounds, over which the Sea did flow and reflow, adjudged to be within the Mannor of *Brancaster* in the time of *Edw.* 3. whence it is concluded to be within the County, is taken up by Sir *Edw. Coke* upon the credit of *Dyer :* But Sergeant *Callis* in his Readings cites the Record in this manner, *Contra Abbot de Ramsey de quodam processu facto, versus dictum Abbot, ad ostendendum quare sexaginta acra Marisci in manum Domini Regis non debent seizari. Et Abbas respondet quod ipsa tenet Manerium de Brancaster quod scituatum est juxta Mare, & quod est ibidem Mariscus qui aliquando per Fluxum Maris minoratur, aliquando per Fluxum Mardo augetur,* &c. By which it is apparent, that those grounds were claimed by that King, as waste and floated grounds, and no parcel of the Mannor, which the Abbot did justifie, and howsoever they might be part of the County, yet they could not be places concerning which they might grow any Question of Jurisdiction, for although they were subject to flowing and reflowing of the Sea, yet they were not either fit for the Sayling, nor arriving of Ships ; and admitting that some thing may be inferred from thence to prove that places where the Sea floweth may be within the bodies of Counties, yet it doth not wholly exclude the Admiral from having Jurisdiction, by Sir *Edw. Cokes* Learning, in Sir *Henry Constables* Case, where he sheweth, That it hath been resolved by the whole Court, that the soyl over which the Sea doth flow and reflow, *inter le High-water mark,* and the Low-water mark, the Land may be parcel of a Mannor of a Subject, and yet it was resolved, That when the Sea did flow *ad plenitudinum,* the Admiral should have Jurisdiction of any thing done upon the Water, betwixt the High-water mark, and the Low-water mark, by the ordinary and natural course of the Sea, and when the Sea doth reflow the Land may appertain to a subject, and then any thing done upon the Land shall be Tryed at the Common Law, for it is then parcel of the County, whereupon he makes an Observation, That beyond the Low-water mark the Admiral always hath Jurisdiction, and betwixt the High-water mark, and the Low-water mark, the Common Law, and the Admiralty have *divisum impertum* interchangeably, and why the same should not hold as well in Arms of the Sea, as in the open Sea, may deserve some consideration.

Fourthly, The allowance of the Common Law, of the Haven of *Hull* to be within the *Burrough,* in respect of an Action of Trespas determinable at the Common Law, for the Reasons before shewed in general, it doth not hinder but that in the same place if damage be done by one Ship to another, remedy may be given according to the Judgments in the Roll of *Oleron,* and so in respect of the place, though not of the cause, the Common Law, and the Admiralty may have *conjunctum imperium* occasionally.

Secondly, There remain those Authorities which shew that the Courts of Common Law have punished, and restrained such as have sued in the Admiralty for things done in Havens and Navigable Rivers, as by actions of double Damages, Premunires, and Prohibitions.

Touching the first it is related, That 6 *Hen. 6. John Burton* in the Common Pleas recovered against *Bartholomew Putt,* for double damages 1400 *l.* for that the said

ſaid *Putt* had ſued *Burton* in the Admiralty for entring and taking away three Ships with Merchandizes and Priſoners, with force of Arms, *Super Altum mare*, whereas the taking thereof was in the Haven of *Briſtol*, *intra corpus Comitatus*.

Again, That the like Action 12 of *Henry* 6. was brought by *Robert Cupper*, againſt *John Reyner*, who had ſued him in the Admiralty Court for entring his Ship in the Haven of *Yarmouth*, *infra Corpus Comitatus Norf.*

Secondly, concerning Premunires, it is ſaid, That 38 of *Hen.* 6. one was brought by *John Caſſy*, againſt *Richard Beauchamp*, and *Thomas Paunce*, for that they ſued him in the Admiralty Court for taking away certain *Jewels ſuper Altum mare*, whereas he took them *apud Stratford-Bow infra corpus Comitatus Middleſexiæ*.

Again, That in the 9 of *Hen.* 7. a Premunire was brought for a Sute in the Admiralty Court for taking and carrying away, *Quandam naviculam apud Horton Key, at South Lynn*, ſuppoſing the ſame to have been done *ſuper altum mare*.

It cannot be denied but that theſe Authorities eſpecially contain *forcible Arguments*, and fit to fright men from ſuing in the Admiralty Court, but how *reaſonable*, it may be conſidered.

Touching the Action of double Damages, in the leading Caſe of *Burton* againſt *Put*, the point of Iſſue was (as it may be ſuppoſed) whether the thing done in the River of *Briſtol*, were done within the Body of the County, and Eight Terms (as Sir *Edw. Coke* relates) were ſpent in deliberation of the Caſe, which argues that the Judges could not eaſily agree upon the ſame, and happily the Reaſon was, becauſe the Statute of *Henry* 4. for double Damages, relates onely to that of the 13 of *Richard* the 2. *chap.* 5. and the Action was layed upon that of the 15 *Richard* the 2. *chap.* 3. Touching things done within the Bodies of Counties, it being not proper to extend a penal Law from one Statute to another; and how rightly it was ſo adjudged, may be better conſidered; and it may be thought upon, why that being a leading Caſe, and having received ſo long deliberation, the Reaſons of the Reſolutions of the Judges are no way publiſhed.

It may be farther noted as to our purpoſe, that the taking of Ships in the Haven of *Briſtol* was done with force of Arms, which made it more than an ordinary buſineſs, of which the Admiral claimeth the Conuſance in ſuch places, but was of the condition of thoſe matters which belong unto him onely upon the Sea; the other Caſes of double Damages, for ought appears to the contrary, might be for matters of Treſpaſs, committed likewiſe by Force and Arms.

Touching Premunires brought for ſuing in the Admiralty Court, Sir *Edw. Coke* ſaith, That they being brought upon the Statute of the 16 of King *Rich.* 2. for ſuing in *Curia Romana aut alibi*, are ſo evident, and of ſo dangerous a conſequence, as no application ſhall be made thereof. And for the dangerous conſequence it is moſt true, for that the penalty intended in that Statute extends to the Impriſonment of the Perſon during pleaſure, and the loſs of all his Goods, and of the profits of his Lands during Life; and for the application which he forbears, it may be conceived that his meaning was that the Admiral, or his Judge might be made liable thereunto; but for the Evidence that by *Curia Romana aut alibi*, the Court of Admiralty ſhould be underſtood, under his favour it is not ſo clear; nor if the Statute be well conſidered, can it with any Reaſon be maintained, the word *Alibi*, or elſewhere in that Statute was in truth intended of *Avignion* in *France*, or ſome other place, to which the Pope and his Court in thoſe times did uſually remove; and that Statute being intended to exclude the Foreign Authority of the Pope, it might be thought neceſſary to debar the People of this Kingdom from having intercourſe to the Popes Conſiſtory, whether at *Rome* or any where elſe; and when the Popes Authority and his Laws were in force in this Kingdom, and no way depending upon the Crown, the word *Alibi*, or elſewhere, was held to extend to Biſhops Courts, if they medled with Temporal Cauſes belonging to the Kings Courts, eſpecially if they took upon them to reverſe, or diſparage

Judgments

Judgments given in the Courts of Common Law; but how the word *Alibi* ſhould be applyed to the Kings Court of Admiralty, never relating to any Foreign Power, and proceeding onely by thoſe Laws which are allowed by the King to be in force in that Court, it is a Miſtery beyond any ordinary imagination. It may be further Noted, that although it be ſaid that the two Premunires were brought upon ſuch occaſions, yet it doth not appear that any Judgement was given upon any of them.

Laſtly, For confirmation and concluſion of this Point; it may be added, that before the King and his Council it was likewiſe agreed unto by all the Judges, *That the Admiral may inquire of, and redreſs all Annoyances and Obſtructions in Navigable Rivers beneath the firſt Bridges, that are any Impediment to Navigation and Paſſage to and from the Sea; and alſo try all perſonal Contracts and Injuries done there which concern Navigation upon the Sea, and that no Prohibition is to be granted in ſuch Caſes.*

ASSERT. VII.

That the Admiral of England *may hold Plea of Contracts, and other things done beyond the Sea, relating to Navigation and Trade by Sea.*

B. b. p. 3. & *p.* 157. TO maintain that the Court of Admiralty may hold Plea of Contracts, and other things done beyond the Sea; It is alledged, First, That by the Ordinance made by King *Edward* the First, and His Lords, at *Haſtings*, which is extant in the Antient Book of Admiralty, it was Ordained that *Charum Contract*, &c. *That every Contract made between Merchant and Merchant, or betwixt Merchant and Mariner beyond the Sea, or within the flood-mark, ſhall be Tryed before the Admiral, and no ways elſewhere.*

Secondly, It may be taken into conſideration, That ſuch buſineſſes amongſt Merchants and Seamen, are to be determined according to the *Civil Law, and equity thereof*, as alſo according to the Cuſtoms and uſages of the Sea; Mr. *Selden* in his Notes upon *Forteſcue*, obſerves out of *Bartolus*, *Quod in Curia mercatorum debet judicari ex æquo & bono, omiſſis juris ſolennitatibus*, which the Admiralty Judges may, and do Obſerve, but the Courts of Common Law hold they muſt do otherwiſe. *P. 1. c. 13.* *Malines* relates an inſtance of a Merchant-ſtranger, who having ſold Commodities to three ſeveral Merchants of *London*, took one Bond of them all for the payment of 300 *l.* and one of them breaking, and being Impriſoned, he was contented to Compound with him for the fifth part of his Debt, or for 20 *l.* in lieu of a 100 *l.* conceiving him as a third party to be liable for no more; and having received that ſum, gave him a Releaſe, and afterwards the two other parties neglecting to pay him their parts he was adviſed to Sue them at the Common Law, where he was given to underſtand, That if a man Releaſe one of his Debtors, who is bound with others, by way of acquittance, they are all Releaſed and acquitted thereby, which was contrary to the Rule of Equity, and that ſimplicity and juſt dealing which is expected amongſt Merchants, which do not admit that a mans action ſhould operate beyond his intention, and that a favour yeilded to one in neceſſity, ſhould not extend further to his prejudice, in reſpect of thoſe which were in better condition.

Thirdly, to the like purpoſe, it is obſerved, that in Contracts and Bargains, betwixt ſuch Perſons, thoſe Solemnities are not required which are neceſſary in Deeds at the Common Law, as of Signing, Sealing and Delivering, to make their Bills and Obligations of force, and the bearers of ſuch Bills according to the courſe of Merchants, ſhall be admitted to demand, and recover without Letters of Attorney.

Fourthly, It is conſiderable, that Inſtruments made beyond the Sea, have uſually Clauſes relating to the Civil Law, and to the Law of the Sea. *Malines* ſhews, *P. 1. c. 13.* That when two or three take up Mony at Intereſt, and all bind themſelves as Principals, generally according to the Civil Law and cuſtome of Merchants, every Perſon is bound, but for his own part, and therefore, where it is intended, that for the better ſecurity, every man ſhould be *bound in ſolidum*, in the Inſtrument of the Contract, there is a Declaration and Renunciation made *of all Priviledges, and eſpecially of thoſe which are called, Exceptio diviſionis, & ordinis excuſſiones, and beneficii Epiſtolæ divi Adriani.* In *Weſts* Preſidents concerning Merchants Affairs, there are the like forms, as where a man *obligat ſe hæredes & Executores ſuos, omnia bona mobilia*

&

& immobilia, præſentia & futura, tam ultra quam citra mare, ubicunq; exiſtentia, renunctians omnibus & ſingulis exceptionibus, &c. and amongſt the reſt he declares the form of a general Procuration to ſue for Debts in a Foreign Country, wherein it is ſpecified that power is given *ad Libelles, Petitiones, &c. articulos dandum, datiſque reſpondendum, ad Lites conteſtandum, & de calumnia vitanda juramentum, in animam conſtituentium præſtandum*; all which are as ſtrange to the Law of this Land, as the places from whence they proceed.

Fifthly, For that, as *Forteſcue* affirms, Contracts and Bargains made amongſt ſtrangers in another Realm, muſt be proved (otherways than in the Courts of Common Law) by Witneſſes, which, ſaith he, cometh to paſs, becauſe in thoſe parts there be no Neighbours, by whoſe Oaths Juries of Twelve Men may be made, as in Contracts and other caſes ariſing within the Realm, is accuſtomed to be done.

To avoid the Admiral's Juriſdiction in holding Pleas of Contracts, or things done beyond the Sea, Sir *Edward Coke* affirms, That Bargains and Contracts ſo made, wherein the Courts of Common Law cannot adminſter Juſtice, did belong to the Conſtable and Marſhall, for the Juriſdiction of the Admiral is wholly confined to the Sea, which is out of any County; Whence it may be gathered, That as to this point he intends for Authorities the Statutes of the 13th of *Richard* the Second, which ſets forth the Juriſdiction both of the Conſtables and Marſhals Court, as alſo of the Court of the Admiralty.

That concerning the Conſtable and Marſhal, is as far from the purpoſe, as it was from Sir *Edward Coke*'s Thought to give any addition of Power to that Court. The Act declares, *That to the Conſtable and Marſhal it belongs to have Conuſance of Contracts, and Deeds of Arms out of the Realm*; whence it is inferred, That therefore out of the Realm, the Admiral ſhall have no Conuſance of Contracts, or matters concerning Navigation, and Trade: It may be better argued from the Act, That as the Parliament allowed to the Conſtable and Marſhal, Juriſdiction in Cauſes of Arms, and War, ariſing both within and without the Realm, which cannot be determined by Common Law, ſo it did intend Cauſes of Navigation and Trade ariſing either within or beyond the Seas, to be tryed by the Admiral, The Nature and Quality of the buſineſs, more conducing to the point of Juriſdiction, than the Circumſtances of the place where it happens; The Statute which allows the Admiral to meddle with things done upon the Sea, by Sir *Edward Coke's* leave, doth not confine his Juriſdiction to the Sea, in reſpect of any place beyond the Sea, It is rather pretended to debar him from medling with things done within the Realm, which notwithſtanding, it being formerly ſhewed, that the Admiral may hold plea of Maritime Cauſes ariſing from Contracts made within the Land, it may be leſs needful to labour to prove that it doth not hinder him from taking Conuſance of Sutes concerning Navigation and Trade, ariſing from Contracts made and buſineſſes done beyond the Sea.

The other Authorities which may be callected, to prove how the Admiral hath no Juriſdiction of things done beyond the Sea, are a Writ in the Regiſter, and *Fitz Herbert*, and a number of Prohibitions.

That of the Regiſter is, If Goods be taken from an Engliſh-man in *Spain*, or beyond the Sea, and the party cannot obtain Juſtice there, he ſhall have a Writ of the Sheriff to arreſt the Bodies offenders, and to ſeize their Goods to the value, which proveth, ſaith Sir *Edward Coke*, that the Admiralty cannot hold Plea thereof, for that the party hath remedy at the Common Law; That Argument is as good, as if he had ſaid, There lies a Writ of Withernam at the Common Law, therefore no Letters of Repriſals can be granted in the Admiralty. It ſtands with great reaſon, that if a Subject be ſpoiled of his Goods in another Realm, and can have no remedy there, that the party, or the Goods belonging to him, being found within the Juriſdiction of the Common Law, they ſhould be made liable to ſatisfaction; And why ſhould it be thought unreaſonable, that upon the like occaſion, if the party, or his Goods be found within the Juriſdiction of the Admiralty, the Sub-

ject ſhould have remedy there? By this Authority concerns not Contract, or Bargains made beyond the Sea.

Beſides, how far this Writ agrees with the Common Law, it may be conſidered, in regard, Mr. *Selden* writes, in *Tribunalibus noſtri Juris Municipalis, &c.* in our Courts of Common Law, the Juriſdiction hath been ever held to be ſuch, that according to the ſtrict Laws antiently practis'd, an Action could not be brought upon a buſineſs, hapning elſewhere, than within the Kingdom, as for many Ages ſince it hath been held, that the Action ought to be rejected, unleſs the ground of it be ariſing for ſomething done within the Body of a County: And Sir *Edward Coke* recites divers authorities, by which the ſame is maintain'd as agreeable to the Common Law. But this Law, he allows, where the things were totally done out of the Realm, and Implies, that it is otherwiſe, where the Contract is made one Realm, and the Performance ought to be in another, for then (ſays he) as to the preſent purpoſe of neceſſity, the Conuſance muſt be where the Contract was made, for otherwiſe there can be no Tryal had at the Common Law, and that it is moſt reaſonable that it ſhould be ſo, becauſe the Contract is the ground and foundation of the Debt; But now in caſe a Contract be made in *partibus exteris & tranſmarinis*, whereby payment or performance is to be made within the Realm, notwithſtanding the Contract be the ground and foundation, yet the Juriſdiction follows the place of payment and performance, and no doubt for the ſame reaſon, becauſe otherwiſe there could be no pretence for a Tryal at the Common Law, ſo that the Rule is framed to the building, and not the building to the Rule.

The laſt Argument is, That divers Prohibitions have been granted upon Sutes brought in the Admiralty, for things done in *partibus exteris & tranſmarinis*, and the firſt is as ancient as the 36th of *Henry* the Eighth. But upon what Contracts, buſineſſes, or occaſions thoſe Sutes were grounded and commenced, it is not ſpecified; And to conclude this point as the former, Firſt, the third requeſt of the Judge of the Admiralty in the year 1575. (*viz.*) That the Judge of the Admiralty according to ſuch ancient Order made by King *Edward* the Firſt, and his Council, and according to the Letters Patents of the Lord Admiral for the time being, and allowed of other Kings of this Land ever ſince, and by Cuſtom time out of memory of Man, may have Cognition of all Contracts and other things ariſing as well beyond, as upon the Sea, without let or prohibition; The Anſwer is, *That it is agreed upon by the Lord Chief Juſtice and his Collegues.*

Secondly, All the Judges before the King and his Council *Octavo Caroli* agreed, That if Sutes ſhall be commenced in the Court of Admiralty for Contracts made, or other things done beyond the Sea, or upon the Sea, no Prohibition is to be awarded.

Concerning the Conceſſions of the Judges of the Kings-Bench, and the Reſolutions of all the Judges alledged for the Confirmation of the precedent Aſſertions, it may be noted, That touching the former, by them are intended certain Anſwers of the Chief Juſtice and other Judges of that Bench, to the Requeſts of the Judge of the Admiralty in the Year 1575. of which mention is made in the complaint of the Admiral, Objection 7. wherein it is ſet forth, That the Agreement made in *Anno Dom.* 1575. between the Judges of the Kings-Bench, and the Court of Admiralty, for the more quiet and certain Execution of Admiral-Juriſdiction, was not obſerved, to which Sir *Edward Coke* anſwers, that that ſuppoſed Agreement had not been delivered unto them, but having heard the ſame read before His Majeſty (out of a Paper not ſubſcribed with the hand of any Judge) they anſwer, that for ſo much thereof as differs from their preſent Anſwers, it was againſt the Laws and Statutes of the Realm, and therefore the Judges of the Kings-Bench never aſſented thereunto, as it is pretended, neither doth the phraſe thereof agree with the Terms of the Laws of the Realm.

It it is not probable that Dr. *Dunn*, then Judge of the Admiralty, would have produced ſuch an Agreement to the Judges before the King, but that he had ſome ground

ground for the same, which being supposed, it may as well infer that those Concessions were agreeable to the Laws and Statutes of the Realm, because those Judges did assent unto them, as that they did not assent because they were not agreeable to the same; And it may as well be doubted, whether those things wherein those Answers at time did differ from the Resolutions of all the Judges in the 8th of King *Charles*, were agreeable to the Laws and Statutes of the Realm, as it is confidently affirm'd, that wherein those Concessions did differ from those Answers were against the same, wherein the phrase of the Requests and Answers is not agreeable to the terms of the Common Law, is not so much considerable, as how the matters therein contained may consist, both with Law and Equity; and to that end it may not be amiss to recite them, as they are extant in several Manuscripts in which are collected things of those times remarkable, both concerning the Ecclesiastical Courts, and the Courts of Admiralty, as followed. 8. *Caroli*

12. *of May*, 1575.

The Requests of the Judge of the Admiralty to the Lord Chief Justice of her Majesties Bench, and his Colleagues, with their Answers to the same. *Sir* Christopher Wray, *L. Chief Justice*, *Dr.* Davy Lewis, *Judge of the Admiralty.*

That after Judgment or Sentence given in the Court of Admiralty, in any Cause or Appeal made from the same to the high Court of Chancery, it may please them to forbear the granting of any Writ of Prohibition, either to the Judge of the said Court, or to her Majesties Delegates, at the sute of him by whom such Appeal shall be made, seeing by choice of Remedy in that way, in reason he ought to be contented therewith, and not to be relieved any other way. 1 *Request.*

It is agreed by the Lord Chief Justice and his Colleagues, that after Sentence given in the Delegates, no Prohibition shall be granted. And if there be no Sentence, if a Prohibition be not sued for within the next Term following Sentence in the Admiralty-Court, or within two Terms after at the fartheſt, no Prohibition shall pass to the Delegates. *Answer.*

That Prohibitions hereafter be not granted upon bare Suggestions or Surmises, without summary Examination and Proof thereof, wherein it may be lawful to the Judge of the Admiralty, and the party defendant to have Counsel, and to plead for the stay thereof, if there shall appear cause. 2 *Request.*

They have agreed that the Judge of the Admiralty, and the party defendant shall have Counsel in Court, and to plead to stay, if there may appear evident cause. *Answer.*

That the Judge of the Admiralty according to such an ancient Order, as hath been taken by King *Edward* the First, and his Council, and according to the Letters Patents of the Lord Admiral for the time being, and allowed by other Kings of the Land ever since, and by Custom time out of memory of Man, may have and enjoy cognition of all Contracts, and other things, rising as well beyond, as upon the Sea, without let or Prohibition. 3 *Request.*

This is agreed upon by the said Lord Chief Justice, and his Colleagues. *Answer.*

That the said Judges may have and enjoy the knowledge of the breach of Charter-parties, made betwixt Masters of Ships and Merchants for Voyages to be made to the parts beyond the Sea, and to be performed upon, and beyond the Sea, according as it hath been accustomed time out of mind, and according to the good meaning of the 32d. of *Henry* 8. *chap.* 14. though the same Charter-parties be made within the Realm. 4 *Request.*

This is likewise agreed upon, for things to be performed, either upon, or beyond the Sea, though the Charter-party be made upon the Land, by the Statute of the 32d. of *Hen.* 8. *cap.* 14. *Answer.*

That Writs of *Corpus cum Causa*, be not directed to the said Judge, in Causes of the nature aforesaid, and if any happen to be directed, that it may please them to accept of the Return thereof, with the Cause and not the Body, as it hath always been accustomed. 5 *Request.*

Anſwer. If any Writ of this nature be directed in the Cauſes before ſpecified, they are content to return the Bodies again to the Lord Admiral's Goal upon certificate of the Cauſe to be ſuch, or if it be for contempt or diſobedience to the Court in any ſuch Cauſe.

Touching the Reſolutions of all the Judges, 8. *Caroli*, it may be conſidered, That in the preſence of the King's Majeſty, and Twenty three Lords, and others of his Majeſties Council, they were ſubſcribed unto by all the Judges, (viz.) *Thomas Richardſon*, *Robert Heath*, *Humphrey Dawenport*, *John Denham*, *Richard Hutton*, *William Jones*, *George Crook*, *Thomas Trevor*, *James Weſton*, *Robert Barkley*, *Francis Crawly*, and alſo by *Henry Martin* Judge of the Admiralty, and *William Noy* the Attorney General, and the Tranſcript thereof was ordered to be Entred in the Regiſter of the Council Cauſes, and the Original to remain in the Council Cheſt, 18. *Feb.* 1632.

Sir *Edward Coke*, concerning the Anſwers and Reſolutions of the Judges, to thoſe things which he calls *Articuli Cleri*, 3. *Jacob.* ſaith, That although they were not enacted by the authority of Parliament, as the Statute of *Articuli Cleri*, in the 9th of *Edward* the Second, was, yet being reſolved unanimouſly, by all the Judges of *England*, and the Barons of the Exchequer, they are for matters of Law, of higheſt authority, next unto the Court of Parliament; And it may be thought that theſe reſolutions of all the Judges touching the Juriſdiction of the Admiralty, ought to be of no lower eſteem, the rather for that the unanimity of all the Judges to the former, muſt be taken upon the credit alone of Sir *Edward Coke*, but as to the latter, the Evidence thereof doth appear by the joynt ſubſcriptions of all before named, which is likewiſe atteſted by Sir *George Crook*, who was one of them, who in his Reports of *Hillary* Term 8. *Caroli*, under the title of Reſolutions upon Cauſes of Admiral-Juriſdiction, writes that it was agreed, as followeth.

Firſt, If Sute ſhould be commenced in the Court of Admiralty, for Contracts or other things perſonally done beyond the Sea, no Prohibition is to be awarded.

Secondly, If Sute be before the Admiral for Freight, or Mariners wages, or for breach of Charter-parties, for Voyages to be made beyond the Seas, though the Charter-party happen to be made within the Realm, ſo as the Penalty be not demanded, a Prohibition is not to be granted; But if the Sute be for Penalty, or if queſtion be made, whether the Charter-party be made or no, or whether the Plaintiff did releaſe, or otherwiſe diſcharge the ſame within the Realm, this is to be tried in the Kings Courts, and not in the Admiralty.

Thirdly, If Sute be in the Admiralty, for building, amending, ſaving, or neceſſary Victualling of a Ship, againſt the Ship it ſelf, and not againſt any party by name, but ſuch as for his intereſt makes himſelf a party, no Prohibition is to be granted, though this be done within the Realm.

Fourthly, although of ſome Cauſes ariſing upon the *Thames* beneath the Bridge, and divers other Rivers beneath the firſt Bridge, the Kings Courts have Conuſance, yet the Admiral alſo hath Juriſdiction there, in the point eſpecially mentioned in the Statute of the 15th of *Richard* the Second, and alſo by Expoſition, and Equity thereof, he may enquire of, and redreſs all Annoyances and Obſtructions, that are or may be any Impediment to Navigation, and paſſage to or from the Sea, and alſo to try perſonal Contracts, and Injuries done there which concern Navigation on the Sea, and no Prohibition is to be granted in ſuch caſes.

Fifthly, If any be impriſoned and upon *habeas Corpus* brought, it be certified, that any of theſe be the cauſe of his Impriſonment, the party ſhall be remaunded.

Subſcribed the 4. *Feb.* 1632. by all the Judges of both Benches.

Sir *George Crook*'s Reports being publiſhed by Sir *Harbotle Grimſton*, are approved and allowed as for the common benefit, by the Judges then being, (viz.) by *John Glynn*, *Oliver St. John*, *Edward Atkins*, *Robert Nicholas*, *Matthew Hales*, *Hugh Windham*, *Peter Warburton*, and *John Parker*.

It

It may be preſumed, that what ſo many perſons, Eminent both for their Place, and alſo for their knowledge of the Laws and Statutes of the Realm, did ſo deliberately and cautiouſly reſolve upon, and others of like quality have countenanced, ought to be received and reſpected as ſufficient Authorities, as to thoſe points whereof they did declare their Reſolutions, notwithſtanding the confident Opinions of any others, either private, or ſingular perſons, to the contrary: And that the King's Majeſty and his Councils approbation being added thereunto, ſhould be of force enough to ſettle all doubts and differences concerning the ſame, the rather, for that antiently (as before is ſhewed) the Kings of *England*, with their Council only, have made Conſtitutions concerning the Admiralty, and that in point of Juriſdiction, and it is apparent by the ancient Record, cited both by Mr. *Selden*, and Sir *Edward Coke*, That the moſt famous Prince, King *Edward* the Third (in whoſe time the Admiralty received its chief eſtabliſhment) in the Twelfth Year of his Reign, did conſult and adviſe with his Council, and his Judges concerning the ſame; And it may ſeem ſtrange, that whereas by the Statute of the 13th of *Richard* the Second, (whoſe Acts are inſiſted upon as the greateſt obſtructions to the Admirals Juriſdiction) the King's Council alone are enabled to decide, what belongs to the Conſtables and Marſhals Juriſdiction, the King himſelf with his Council and Judges, ſhould not have as much power to determine what belongs to the Juriſdiction of his Admiral. *Stat.* 1. 6. 2.

ASSERT.

ASSERT. VIII.

That the Courts, and Judges of the Common Law, do intermeddle, and interrupt the Courts of Admiralty in Cauſes properly belonging to the ſame.

HItherto it hath been Endeavoured to be made appear, That the Proceedings in the Courts of Admiralty, in the chief points in difference with the Courts of Common Law, may conſiſt with the Laws and Statutes of the Realm; It may now be taken into Conſideration, how far the Proceedings of the Courts and Judges of the Common Law, in intermedling with Cauſes properly belonging to the Admiralty, and in obſtructing the Proceedings of that Court, may be juſtified; By the former, is intended their drawing of ſuch Cauſes by actions of Trover, and of Treſpaſs, to their Conuſance, by the latter their diſparaging of Stipulations, and preſcribing the forms of Libels in ſuch Cauſes.

The former may the rather be inſiſted upon, in regard Sir *Edward Coke* doth ſo often, and ſo earneſtly in general enveigh againſt the encroaching of the Court of Admiralty upon the buſineſſes belonging to the Courts of Common Law, and in particular where he chargeth, That in the bleſſed time of Peace, thoſe who belong to that Court, wanting buſineſſes proper to that Juriſdiction, do encroach upon matters belonging to the King's Courts, leſt they ſhould ſit idle, and have nothing to do; the like practice of encroaching being far more unexcuſable in thoſe, who belong to the King's Courts, which do always abound with buſineſſes ſufficient for the ſame.

Concerning the Actions of *Trover*. Amongſt the grievances complained of by the Admiral, 8. *Jacob*. It is preſented in the firſt place, That whereas the Conuſance of all Contracts, and other things done on the Sea, belonging to the Admiral's Juriſdiction, the ſame are made tryable at the Common Law, by ſuppoſing the ſame to have been done in *Cheapſide*, or ſuch places: And under favour, the anſwer thereunto is neither clear, nor direct, nor to the purpoſe; For the ground of that anſwer being laid, That the Admiral hath no Conuſance of any thing done within any County, it is ſaid, That it is not material whether the place be upon the Water, *Infra fluxum Aquæ*; but whether it be upon any Water within the County; Wherefore it is acknowledged, That of things done upon the Sea, out of any County, the Admiral ought to have Juriſdiction, and that no Preſidents can be ſhewed that any Prohibition hath been granted for any Contract, Plea, or Quarrel, for any Maritine cauſe done upon the Sea. In this anſwer it is confeſt, That the Admiral ought to have Juriſdiction of things done on the Sea, and that no Prohibitions have been granted for any ſuch cauſes; but whether by the ſuppoſal or fiction of a Ships arriving in *Cheap-ſide*, the Courts of Common Law do hold Plea of things done on the Sea, it is neither confeſſed nor denied, much leſs is there any reaſon given for the ſame. Where it is ſaid, It is not material whether the place be upon the Water, *infra fluxum & refluxum Aquæ*, but whether it be upon any Water within the County, That may be true, in reſpect that it is ſuppoſed that all things done it the County belongs to the Conuſance of the Common Law; but when the place where a thing is done belongs apparently to another Juriſdiction which pretends as well to the right of the place, as to the right of the cauſe, the place of the action can no ways be ſuppreſſed, and another ſuggeſted in the room thereof; for if that be permitted, the one Juriſdiction being the greater, a more potent may ſoon

ſoon ſwallow up the other, not only to the prejudice of the Subjects for whoſe good the diverſity of Courts were erected, but alſo the wrong of the Prince from whom thoſe Juriſdictions are derived.

Sir *Thomas Rydlye* in his view of the Civil Laws, further ſhews how injurious to the Admiralty, and unreaſonable this practice is, in regard that in Law no Fiction ought to be admitted, but ſuch as is both poſſible and equitable; Firſt, That it ought to be Poſſible, becauſe otherwiſe it were to admit that by way of ſuppoſition, which Nature will not allow; and therefore although one that is dead, to ſome conſtructions of Law, may be feigned to be alive, if at that time any of his equals in age be ſtill living, yet one who dyed two hundred years ſince, cannot to any purpoſe be ſuppoſed to be living, all of the ſame age being long before dead. Secondly, The Fiction ought to be Equitable, becauſe if there be no reaſon for it, it is altogether unneceſſary and uſeleſs; and therefore although the Law may admit a Fiction and ſuppoſition, that a Child in the Mothers Womb, is already born, for its benefit, in regard that otherwiſe it might be deprived of its Filial portion, or ſome other right in equity belonging to it; yet where there is no ſuch reaſon or equity, it ought not to be admitted, as vain and ridiculous; But for the fiction of a Ship to arrive in *wardo de cheap*, where there is no Water to bear or carry, is of a thing utterly impoſſible; and it is wholly void of equity, becauſe a Tryal of any buſineſs thereupon cannot obtain any juſt and fair remedy thereby at the Common Law, which might not have been had in the Court of Admiralty, which is a more competent and proper Court, for the tryal of ſuch things, than any Court of the Common Law.

Secondly, Concerning Actions of Treſpaſs, the Admiral in his ordinary capacity claiming no Juriſdiction of offences againſt the Crown, but only on the Sea, and of wrongs and injuries done in other places without force or violence, to make ſuch Cauſes tryable in the King's Courts, it is ſuggeſted, that they were done *vi & armis*, which is the uſual form of Indictments of Treſpaſſes in the King's-Bench (as of cutting of a Purſe) although in truth there were no fear, nor violence uſed in committing the ſame.

Touching the interrupting and obſtructing the Proceedings in the Court of Admiralty in Cauſes properly belonging to the ſame, concerning Stipulations and Libels, although it may be preſumed, that what Sir *Edward Coke* affirms, *That where the principal matter is acknowledged to be of Eccleſiaſtical Cogniſace, the Temporal Judges ought not to call in queſtion the form of Proceedings, though they be againſt the reaſon of the Common Law*, becauſe *Cuilibet in ſua arte merito credendum*, that the ſame ſhould be allowed in the Admiral Court. *Coke's 4 Reports, p. 29. 3 H. 6. 14. 11. H. 7. 9.*

Yet in the third Objection of the Complaint, 8. *Jacob.* it is ſhewed, That whereas time out of mind the Admiral-Court hath uſed to take Stipulations for appearance and performance of the Acts and Judgments of the ſame Court; It is now affirmed by the Judges of the Common Law, that the Admiralty-Court is no Court of Record, and therefore not able to take ſuch Stipulations, and hereupon Prohibitions are granted to the utter overthrow of that Court. The anſwer whereunto is, That the Admiralty proceeding by the Civil Law, is no Court of Record, and therefore cannot take any ſuch Recognizances as a Court of Record may do, and for taking of Recognizances againſt the Law of the Realm, we find that Prohibitions have been granted, as by the Law they ought: And if an erronious Sentence be given in that Court, no Writ of Errour, but an appeal to certain Delegates doth lie, as it is apparent by the Statute of the 8. *Eliz. Reginæ, Cap.* 5. which proveth that it is no Court of Record. Whereunto it may be replied:

That ſome things done by, or before the Admiral, are matters of Record, may be maintained from an ancient Ordinance of King *Richard* the Firſt, with advice of the Lords, at *Grimsby*, viz. *That when the King writes by his Letters Patents to the Admiral to arreſt Ships more or leſs for his ſervice, and that the Admiral ſhould write to his Lieutenant to ſee things put in execution accordingly, foraſmuch as the Admiral* *B. b. p.* 28. & *p.* 15.

and

OF THE
FORM
OF MY
KALENDAR,

And the USE thereof.

I divide each Letters place of my Kalendar into five parts, according to the order of the five Vowels; entring the Peoples Sur-names upon the Letter wherewith they begin, after our usual English manner:

EXAMPLE.

If you desire the name of *Jean du Boys*, seek the *B*, and there again in the *O*, as being the first Vowel that his Surname begins withall.

If *Andrew Hitchcocke*, seek *H*, and again therein the *I*, as being the first Vowel in his Surname.

If *Arthur Mumperson*, seek *M*, and therein *U*: and so of all other.

A.	B.
A)	*Balance* —— —— fol. 13.
E) *Amſterdam-exchange*, being in company for *Jacob Symonſon*, and me, each $\frac{1}{2}$ —— —— fol. 11.	
I)	
O)	*Jean du Boys* at *Roan* my account Currant —— —— fol. 2. *Dito*, my Intereſt-account —— fol. 5. *Dito*, for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account Currant —— —— fol. 6.
U)	

C.	D.
A) *Cash* — — — — fol. 1.	
E)	*Danſicke-Exchange*, for company *Arthur Mumperſon* there, and me, each $\frac{1}{2}$ — — — fol. 8.
I)	*Diego del Varino* at *Lisborne*, for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Ready-money — fol. 9. *Dito*, for *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time — fol. 11. *Dito*, his account of Fruits — fol. 12. *Dito*, his account of Cash — fol. 12. *Dito*, his account Currant — fol. 12.
O)	
U)	

F.	H.
A)	
E)	
I) *Figs in Company* $\frac{3}{5}$ for *R. R.* and $\frac{2}{5}$ for me —— —— fol. 9. *Figs in Company* $\frac{2}{3}$ for *Jacob Symonson*, and $\frac{1}{3}$ for me —— fol. 13.	*Andrew Hitchcocke* —— fol. 11
O)	
U)	

I.

Intereſt-reckoning —— —— fol. 5.

K.

Kettles —— —— fol. 2.

Kerſies in Company $\frac{1}{3}$ for *Jacob Symonſon* $\frac{2}{3}$ me —— —— fol. 4.

L.

Hendrick Vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$ their account of commodities —— fol. 10.

Dito company, their account of Ready-money —— —— fol. 10.

Dito company, their account of Time —— —— fol. 13.

M.

A)

E)

I)

O)

U) *Arthur Mumperſon* at *Danſicke*, my account by him in company —— —— fol. 12.

P.	R.
A)	(A
E) *Promise-reckoning* —— fol. 10.	
(I *George Pinch backe* —— fol. 3.	*Randoll Rice* his account Currant--fol. 6. *Dito*, his account by me in company —— —— fol. 6. *Dito*, my Intereſt-account — fol. 7.
O) *Profit and Loſs* in company $\frac{3}{5}$ for *R. R.* and $\frac{2}{5}$ for me —— fol. *Profit and Loſs* proper —— fol. 7.	
U)	

S.	T.
A)	
E)	
I) *Jacob Symonſon* at *Amſterdam*, my account by him in company — fol. 2. *Dito*, his account Currant —— fol. 2. *Dito*, his account of Cuchineille--fol. 3. *Dito*, my account of Ready-mony-fol. 3. *Dito*, his account by me in comp.--fol. 5. *Dito*, my account of Time —— fol. 8. *Dito*, his account of *Cambrix*-cloth —— —— fol. 8. *Dito*, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me — —— fol. 9. *Silver* —— —— fol. 10.	
O) *Stock* —— —— fol. 1.	
U)	*Thomas Truſt* at *Antwerp* for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time—fol. 12. *Dito*, our account of Ready-money —— —— fol. 13.

A) *Voyage to Amsterdam*, consigned to *Jacob Symonson* —— fol. 4.
Voyage to Antwerp, consigned to *Thomas Trust*, being for *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me — fol. 10.

Wares —— —— fol. 1.

E)

I) *Voyage to Lisborn*, consigned to *Diego del Varino*, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me — fol. 5.
Voyage to Lisborn, consigned to dito *Diego*, for company *Jacob* $\frac{2}{3}$, and $\frac{1}{3}$ for me —— fol. 8.

James Wilkinson —— —— fol. 4.

O)

U)

OF THE
LEAGER.

HAving (*in form as is inſtanced*) *entred all the trading-parcells of* Merchandizing *into the Journal in ſuch after-following manner as they daily happened, then hath the* Book-owner *his whole Trading, with all the circumſtances in* Writing: *but not in ſuch ſort, that he is able to confer with any man about his Accounts: for each Man's ſeveral Parcells are diſperſed through the whole Journal; neither doth it* (*in drawing an account to a head upon a paper*) *content the Mind, fearing that any parcells might be miſtaken or omitted. Upon the like Reaſon we may conjecture the Obſcurity in knowing what Money is in Caſh, what weight, meaſure and quantity of any Commodity might be in the Ware-houſe, what Profit or Loſs there is upon any ſort of Wares or Matter, what weekly or monthly Debts are to be received or paid for Wares or Exchanges: and many ſuch like.*

For the avoiding of all ſuch diffidences, the Journal parcells muſt be tranſported into the Leager *in ſuch manner, that all what doth concern one Man's particular, muſt* (*under one accounts Title*) *be gathered together,* to wit, *all his* Debet *parcells upon the Left hand, and all his* Credit *parcells upon the Right hand of the* Open-lying Leager, *of the which many Inſtances follow in the Leager: the like manner muſt be uſed in each ſort, as* Money, Wares, People, *or what ever elſe; each muſt be gathered together in an Exquiſite form, with few words.*

The thing charged, or Debitor, *muſt have its diſcharge, or* Creditor, *even oppoſite againſt it ſelf when the Leager lieth open. In this Leager, where* Fol. *ſtandeth between the lines before the* ℔, *both upon the Right and Left hand are many Arithmetical Characters. The Character, Characters or Figures that ſtand between the two lines upon the* Debitor-*ſide, point* (*as with a Finger*) *unto the Folio where each ſeveral lines* Creditor *ſtandeth in the ſaid Book, whether it be upon the ſame Leaf, or elſewhere: Contrarily, the Figures that ſtand between the two lines upon the* Creditor-*ſide, point at the Folio where each ſeveral lines* Debitor *ſtandeth in the ſaid Book, whether upon the ſame Leaf, or elſewhere.*

In

In brief,
The Ower *or the* Owing *thing,*
Or whatſoever comes to thee,
Upon the Left Hand ſee thou bring;
For there the ſame muſt placed be.
But
they unto whom thou doſt owe
Upon the Right let them be ſet,
Or whatſoe'er doth from thee go
To place them there do not forget.

This Book ſheweth our true Eſtate *in each particular account, whether bought, ſold, ſent or received Commodity: People within or without the Land; Exchanges which way ſoever, and the Coins of thoſe ſeveral places:* Factorage, Company, *or what account elſe belongeth to* Traffick: *So that the* Leager *is the* Mirrour *by which onely the Eſtate can* truly *and* plainly *be diſcerned.*

Jour.	Day		Fol.	L	s	d
		Caſh is Debitor.				
	1	1 *Jan.* To Stock, for ſeveral coins of money —	1	1000	15	7
	5	27 *Febr.* To *Jacob Symonſon* his account Currant —	2	328	10	11
1634.	9	22 *April,* To *George Pinch-backe,* received in full —	3	9	11	2
	10	8 *May,* To Figs $\frac{3}{5}$ *R.R.* and $\frac{2}{5}$ for me —	9	525	—	—
	12	22 Dito To *James Wilkinſon,* received to clear a truck —	4	102	16	1
	14	23 *June,* To *Diego del Varino* his account of Caſh —	12	25	10	7
	14	— Dito To Profit and Loſs, gained by *Diego's* fruits —	7	13	4	—
	14	2 *July,* To *George Pinch-backe* received by his Aſſignment	3	485	6	5
	16	11 Dito To *Jacob Symonſon* his account Currant —	2	28	1	7
	16	20 Dito To *Randoll Rice* his account Currant —	6	284	16	8
	16	20 Dito To *Andrew Hitchcocke* received in part —	11	100	—	—
		Summ —	L	2903	13	—
		Stock is Debitor.				
1633.	1	1 *Jan.* To *Jacob Symonſon* his account Currant —	2	150	—	—
1634.	19	20 *July,* To *Balance,* for conclude carried thither —	13	2902	12	7
		Summ —	L	3052	12	7
		Wares are Debitors.				
1633.	1	1 *Jan.* To Stock, reſting unſold — —	60 90	1	477	10 —
1634.	17	20 *July* To Profit and Loſs gained — —		7	92	10 —
		Summ —	60 90	L	570	— —

Jour.	Day		Fol.	L	S	D
		Caſh is Creditor.				
	2	4 *Jan.* By *George Pinchback*, paid in part	3	144	—	—
	2	9 Dito By *James Wilkinſon*, paid in part	4	120	—	—
	3	30 Dito By *George Pinchback*, paid him	3	135	19	8
	4	9 *Feb.* By *Jac. Symonſs.* his account of Couchaneille, paid	3	5	5	4
	4	21 Dito By Voyage to *Lisborn*, conſigned to *Diego del Varino* for company $\frac{3}{5}$, and $\frac{2}{5}$ paid	5	594	—	—
	5	13 *March*, By *Danſick*-exchange for *Arth. Mump.* and me $\frac{1}{2}$	8	200	—	—
	5	— Dito By Kerſies in comp. $\frac{1}{3}$ *Jac. Symonſon*, $\frac{2}{3}$ for me	4	2	2	6
	6	— Dito By *Jacob Symonſon* his *Cambrix*-cloth	8	4	7	—
	6	21 Dito By *Jacob Symonſon* his account Currant	2	9	7	6
	6	— Dito By Figs in company $\frac{3}{5}$ *R. R.* $\frac{2}{5}$ for me	9	8	7	9
1634.	6	29 Dito By *Hendrick vander Linden*, and Company their account of commodities, for charges	10	—	12	5
	7	7 *April*, By Silver, for charges of 8 Barres	10	4	7	2
	10	8 *May*, By *Randoll Rice* his account Currant	6	99	19	1
	11	13 Dito By *Amſterdam*-exchange $\frac{1}{2}$ for *Jacob Symonſon*	11	504	19	6
	12	7 *June*, By *Diego del Varino* his account of Caſh	12	25	10	7
	12	7 Dito By Figs in company $\frac{3}{5}$ *R. R.* $\frac{2}{5}$ for me	9	23	8	9
	12	7 Dito By *Andrew Hitchcocke* paid him	11	72	16	8
	13	15 Dito By *Jacob Symonſon* his account of *Cambrix*-cloth	8	1	7	—
	19	20 *July* By *Balance*, tranſported thither to conclude this	13	947	2	1
		Summ	L	2903	13	—
		Stock is Creditor.				
1633.	1	1 *Jan.* By Caſh for ſeveral coins of money	1	1000	15	7
	1	— Dito By Wares for ſundry ſorts unſold	1	477	10	—
	1	— Dito By Kettles for 5 Barrels unſold	2	55	—	6
	1	— Dito By *Jean du Boys* at *Roan* my account Currant	2	240	—	—
	1	— Dito By *Jacob Symonſon* my account by him in company	2	229	—	—
	1	— Dito By *Jacob Symonſon* his account of Couchaneille	3	3	17	8
1634.	19	20 *July* By Profit and Loſs, gained by this handle	7	1046	8	10
		Summ	L	3052	12	7

				L	K				
		Wares are Creditors.							
1633.	2	13 *Jan.* By Kerſies in company, by me laid in		—	90	4	270	—	—
	6	21 *March*, By *Jacob Symonſon*, ſold to him		60	—	2	300	—	—
		Summ		60	90	L	570	—	—

	Day					Fol.	£	s	d
		Kettles are Debitors.			℔				
1	1	*Jan.* To Stock, resting unsold —— ——			5	1	55	—	.6
1634. 17	20	*July*, To Profit and Loss gained — —				7	20	—	.2
				Summ —	.5	£	75	—	.8

			℔w	S	d				
		Jean du Boys at *Roan My* account Currant, Debitor.							
1633. 1	.1	*Jan.* To Stock, due in Ready-money —	800	—	—	1	240	—	—
1634. 7	7	*April*, To dito *Jean My* Interest-account--	410	40	—	5	123	.4	—
9	22	Dito To *Geo. Pinchb.* for an Exch. drawn-	1499	43	4	3	393	13	.6
17	20	*July*, To Profit and Loss gained ——				7	.56	.5	.6
		Summ ——	2710	23	4	£	813	.3	

			Gul.	S	P				
		Jacob Symonson at *Amsterdam, My* account by him in company, Dr.							
1633. .1	.1	*Jan.* To Stock, formerly remitted ——	2290	—	—	.1	229	—	—
.8	15	*April*, To Profit and Loss, gained by him there —— —— ——	.500	—	—	7	.50	—	—
11	13	*May*, To *Amsterdam*-exchange ½ in company with him, by me remitted —	2890	19	8	11	289	.11	1
15	.2	*July*, To *Amst.* exch. as before remitt. him--	3010	.6	.8	11	301	—	.8
		Summ —	8691	.6	—	£	869	.2	.7

		Jacob Symonson at *Amsterdam His* account Currant, Debitor.							
1633. 2	.9	*Jan.* To dito *Jacob* his account by me in company, for ⅓ of my payment, for the company use ——				5	40	—	—
2	13	Dito To dito his account by me in comp. for the like				5	90	—	—
4	.9	*Feb.* To *James Wilkinson*, discounted with him —				4	956	.8	.7
4	17	Dito To dito *Jacob My* account of Ready-mony discoun.				3	110	17	.2
4	21	Dito To dito *Jacob* his account by me in comp. for ⅓ of my payment for company use —— ——				5	396	—	—
5	27	Dito To Kersies in comp. ⅓ for him, for 150 Ps. ready-mo.				4	637	10	—
6	21	*March* To Wares, for 60 Dozens sold at 1 month ——				1	300	—	—
6	—	Dito To Cash, for charges done at the shipping —				1	.. 9	.7	.6
1634. 15	2	*July* To Dito his acco. by me in comp. for ⅔ of charges--				5	. 13	15	.7
16	11	Dito To several accounts for transported Debts ——				—	405	—	—
		Summ ——				£	2958	18	10

Day						Fol.	L	S	D
		Kettles are Creditors.							
3	30	*January*, By *George Pinch-backe*, sold him —			5	3	75	—	.8

		Contra, Creditor.	W	S	D				
1633.	2	.4	*Janu.* By *Jacob Sym.* my account Remitt.	400	—	—	3	120	—	—
	2	13	Dito, By dito *Jean My* Intereſt-account, lent him for 4 months — —	400	—	—	5	120	—	—
1634.	7	.7	*April*, By Silver for 8 Barres — —	1869	23	.4	10	560	17	—
	9	22	Dito, By Silver, for his charges —	.41	—	—	10	.12	.6	—
			Summ—	2710	23	4	L	813	3	—

		Contra, Creditor.	Gul.	S	P				
1634.	9	15	*April*, By *Amſterdam*-exchange ½ in company with him, remitted me —	2790	—	—	11	279	—	—
	14	23	*June*, By *Amſterdam*-exchange ½ in company with him, remitted me —	2890	19	.8	11	289	1	11
	18	20	*July*, By *Balance* due by conclude —	3010	.6	.8	13	301	—	.8
			Summ—	8691	.6	—	L	869	2	.7

		Contra, Creditor.							
1633.	1	.1	*Janu.* By Stock, due to be employed in company—				1	150	—	—
	4	.9	*Febr.* By dito *Jacob* his account of Couchaneille for the proceed — — —				3	1539	14	10
	5	27	Dito, By dito *Jacob* his account by me in company, for his ⅓ of the 150 Kerſies — — —				5	.212	10	—
	5	27	Dito, By Caſh, received of *James Wilkinſon* in full —				1	328	10	11
1634.	7	.7	*April*, By *Danſick*-exchange, paid there by *Henry Holſter* to *Arthur Mumperſon*, in full of this account—				8	3097	.6	
	13	15	*June*, By dito *Jacob* his account of *Cambrix*-cloth, for the neat proceed of 60 Pieces — —				8	390	14	—
	16	11	*July*, By Caſh, for charges upon *Cambrix*, received back from *James Wilkinſon* in full of that account—				1	28	.1	7
			Summ—				L	2958	18	10

Day			℔	℔	Fol.	£	s	d
		Jacob Symonſon at *Amſterdam His* account of Ccuchaneille, Debitor.						
1	1	*Jan.* To Stock, for charges formerly done upon	3	534	1		3 17	8
4	9	*Febr.* To Caſh, for Brokage paid ——			1		5 5	4
4	—	Dito To Profit and Loſs, for my Proviſion—			7		31 12	2
4	—	Dito To *Jacob Symonſon* his account Currant for the neat proceed —— ——		11	2	1539	14	10
		Summ—	3	545	£	1580	10	—
		George Pinch-backe Debitor.						
1633. 2	4	*Jan.* To Caſh, paid him $\frac{2}{5}$ of the Dozens —— ——			1	744	—	—
3	30	Dito To Kettles, for 5 Barrells, Ready-money ——			2	75	—	8
3	—	Dito To Caſh, paid in full account —— ——			1	135	19	8
3	—	Dito To Intereſt-reckoning, for diſcount ——			5	4	19	8
1634. 7	29	*March*, To Danſick exchange, due at 10 days ſight—			8	401	15	8
9	22	*April* To Intereſt-reckoning for allowance-money ——			5	1	9	—
11	22	*May* To *James Wilkinſon* for 15 cheſts of Sugar ——			4	471	5	—
11	—	Dito To Profit and Loſs, for advance 1 d. *per* ℔ ——			7	36	5	—
1	—	Dito To Promiſe-reckoning for my performance ——			10	338	6	8
13	15	*June* To *Jac. Sym.* for 20 Pieces *Cambrix* at 4 months--			8	135	—	—
		Summ——			£	1744	1	4
		Jacob Symonſon at *Amſterdam My* account of Ready-money, Dr.	Gul.	S	P			
1633. 2	4	*Jan.* To *Jean du Boys*, my account Currant, remitted to him —— ——	1230	—	—	2	120	—
5	5	*March*, To dito *Jac.* My account of Time, received by him in part of ſold wares--	1361	5	—	8	136	2 6
1634. 8	7	*April* To dito *Jac.* My account of Time, received by him in full of Sold Wares--	1500	—	—	8	150	—
10	8	*May* To Voyage to *Amſterdam*, for ſale of 40 Dozens, Ready-money ——	2000	—	—	4	200	—
		Summ——	6091	5	—	£	606	2 6

	Day		Fol.	L	s	d
		Contra, Creditor,	℔	℔		
4	9	*Febr.* By *James Wilkinſon*, ſold to him ——	3	545	4 1580	10 —

Contra, Creditor.

1633.	1	4	*Jan.* By Voyage to *Amſterdam*, for 100 Dozens, part money, part at 6 months —— ——	3	360	—	—
1634.	9	22	*April*, By *Jean du Boys*, my account Currant, for an Exchange drawn on me, due already —— ——	2	393	13	6
	9	22	Dito By Caſh, received in full —— ——	1	911	2	
	11	13	*May*, By Promiſe-reckoning for Sugar ſold him ——	10	338	6	8
	14	2	*July*, By Caſh, received in part of Sugars ——	1	485	6	5
	15	2	Dito By Intereſt-reckoning, allowed him ——	5	110	—	
	15	—	Dito By Figs in company, ⅔ for *Jacob Symonſon*, and ⅓ for me, for charges paid by him —— ——	13	2013	7	
		20	Dito By *Jacob Symonſon*, this debt tranſported ——	2	135	—	—
			Summ ——	L	1744	1	4

			Contra, Creditor.	Gul.	S	P				
1633.	4	17	*Feb.* By *Jac. Symonſon* his account Currant, for an Exchange diſcounted ——	1224	19	8	2	110	17	2
	4	—	Dito By Profit and Loſs for Proviſion—	5	—	8	7	—	10	1
	5	5	*March*, By *Danſick*-exchange, for a Remiſe, according to my order, of ——	1360	—	—	8	136	—	—
1634.	8	7	*Apr.* By *Danſick*-exchange, paid there by *Hend. Holſter*, according to his order—	1480	5	—	8	148	—	6
	8	—	Dito By Voyage to *Amſter.* for diſcount—	19	15	—	3	1	19	6
	10	8	*May*, By *Andr. Hitchcock*, for a Remiſe—	1877	—	—	11	171	8	4
	11	—	Dito By Voyage to *Amſt.* for proviſion—	123	—	—	3	12	6	—
	17	20	*July*, By Profit and Loſs, loſt hereby—	1	5	—	7	25	—	11
			Summ—	6091	5	—	L	606	2	6

	Day		fol.	L	s	d
		Voyage to *Amsterdam*, consigned to *Jacob Symonson*, Debitor.				
	1	4 *Jan.* To *George Pinch-backe* for 100 Dozens. ——	3	360	—	—
1634.	8	7 *April*, To *Jac. Symonson* my account of Ready-money, for abatement of 1500 gl. —— ——	3	1	19	6
	11	8 *May*, To *Jacob Symonson* my account of Ready-money, for Ware-house-room, Brokage and Provision ——	3	12	6	
	17	20 *July*, To Profit and Loss gained —— ——	7	111	17	
		Summ——	L	486	2	—
		Kersies in Company, being $\frac{1}{3}$ for *Jacob Symonson*, and $\frac{2}{3}$ for me, Debitor.	Pcs.			
1633.	2	9 *Jan.* To *James Wilkinson*, bought part at time—	60	4	180	—
	2	13 Dito To Wares, brought in of mine own ——	90	2	270	—
	5	13 *March*, To Cash, for Brokage paid ——		1	2	2 6
	5	13 Dito To Profit and Loss, for Ware-house-room, Provision, and my $\frac{2}{3}$ gains —— ——		7	128	5 —
	5	13 Dito To *Jacob Symonson* his account by me in company, for his $\frac{1}{3}$ of the gains ——		5	57	2 6
		Summ——	150	L	637	10 —
		James Wilkinson, Debitor.				
1633.	2	9 *Jan.* To Cash, paid him $\frac{2}{3}$ of the Kersies ——		1	120	— —
	4	9 *Feb.* To *Jacob Symonson* his account of Couchaneille, for 3 Barrells, weight 545 lb. at 58 s Ready-money--		3	1580	10 —
	6	21 *March*, To Promise-reckoning for a bought bargain—		10	314	3 4
1634.	10	30 *April*, To *And. Hitchcock*, paid by order to *J. Sharpe*---		11	250	— —
	10	— Dito To Intereſt-reckoning, agreed with him as in date 7. present, for 4 months, at 8 *per Centum* ——		5	6	13 4
	10	— Dito To Promise-reckoning for my performance —		10	250	— —
	10	8 *May*, To Promise-reckoning, for *Andrew Hitchcocks* use, promised at Interest —— ——		10	200	— —
	12	22 Dito To Silver, for 8 barres, in truck of Sugar ——		10	574	1 1
	13	15 *June*, To *Jacob Symonson* his account of *Cambrix*, for 20 Pieces, at 4 months —— ——		8	135	— —
		Summ——		L	3430	7 9

Year	Day.		Fo.	L	s	d
		Contra, Creditor.				
	5. 5	*March*, By *Jacob Symonſon* my account of Time, for ſales of 60 *Leeds* Dozens ——	8	286	2	6
1634.	10. 8	*May*, By *Jacob Symonſon* my account of Ready-money, for ſales of 40 Dozens ——	3	200	—	—
		Summ ——	L	486	2	6

Year	Day.		Fo.	L	s	d
		Contra, Creditor.	103.			
1633.	5 27	*Feb.* By *Jacob Symonſon* his account Currant, for ready-money ſold —— ——	150	2 637	10	—

Year	Day.		Fo.	L	s	d
		James Wilkinſon, Creditor.				
1633.	2. 9	*Jan.* By Kerſies in company, for 60 Pieces bought $\frac{1}{3}$ upon 2 months time —— —— ——	4	180	—	—
	3 23	Dito By *Jean du Boys*, for company *R.R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, for an exchange remitted the ſaid *Jean* —— ——	6	564	1	5
	4. 9	*Feb.* By *Jacob Symonſon*, ordered dito *James* to detain the Couchaneille; his due being —— ——	2	956	8	7
1634.	7. 7	*Apr.* By Promiſe-reckoning, agreed to let him have ——	10	250	—	—
	11 22	*May*, By *Andrew Hitchcocke*, for the Intereſt-money, agreed upon the 8 preſent; is with forbearance ——	11	205	6	8
	11 22	Dito By Promiſe-reckoning for his performance ——	10	200	—	—
	11 22	Dito By *George Pinch-backe* for Sugar —— ——	3	471	5	—
	12 22	Dito By Caſh, received to clear the Truck ——	1	102	16	1
	12 22	Dito By Promiſe-reckoning, for the bargains performance, made the 21. of *March* —— ——	10	314	3	4
	16 11	*July*, By *Jacob Symonſon* his account Currant, for the debt 15. *June* tranſported from my hands ——	2	135	—	—
	16 20	Dito By *Andrew Hitchcocke* for mine Aſſignment ——	11	48	—	—
	16 20	Dito By Intereſt-reckoning paid me 2 mon. before due--	5	3	6	8
		Summ ——	L	3430	7	9

Jacob Symonson his account by me in company, Debitor.

Day	Fo.			L	s	d
1633. 5 27		*Feb.* To dito his account Currant for ⅓ of 150 Pieces		2	212	10 —
1634. 11 13		*May*, To *Amsterdam* exchange, remitted him		11	289	1 11
— 15 2		*July*, To *Amsterdam* exchange, remitted him		11	301	— .8
— 18 20		Dito To *Balance*, due to him by conclude		13	512	.3 .8
		Summ	L	1314	16	3

Jean du Boys at *Roan*, my Interest-account, Debitor.

Day	Fo.			w	S	D	L	s	d
1633. 2 13		*Jan.* To dito *Jean* my acc. Currant for		400	—	—	2	120	— —
2 —		Dito To Interest-reck. lent for 4 months		. 10	40	—	5	.. 3	.4 —
		Summ		410	40	—	L	123	4 —

Interest-reckoning, Debitor.

Day	Fo.			L	s	d
1634. 15 2		*July*, To *George Pinch-backe*, for forbearance		3	1	10 —
16 20		Dito To *James Wilkinson*, for forbearance		4	3	.6 .8
16 20		Dito To Profit and Loss gained		7	16	.6 .2
		Summ	L		21	2 10

Voyage to Lisborn, consigned to *Diego del Varino*; being in company ⅗ for *Randoll Rice*, and ⅖ for me, Debitor.

Day	Fo.			L	s	d
1633. 3 17		*Jan.* To *Randoll Rice* his account Currant, for 100 Sayes sent to sell		6	566	13 4
1634. 12 31		*May*, To *Diego del Varino* our account of ready-mony		9	24	4 —
17 20		*July*, To Profit and Loss for dito company gained		7	14	2 8
		Summ	L		605	— —

Contra, Creditor.

	Day			Fol.	L	S	D
	2	9	*Jan.* By *Jacob Symonſon* his account Currant for ⅓ of my payment	2	40	—	—
	2	13	Dito By dito his account Current for the 5lib	5	90	—	—
	4	21	*Feb.* By dito his account Currant for ⅓ of my payment	2	396	—	—
	5	13	*March*, By Kerſies in company, for his ⅓ gains	4	57	12	16
1634.	9	15	*April*, By *Amſterdam* exchange, remitted me	11	379	—	—
	14	23	*June*, By *Amſterdam* exchange, remitted me	11	289	1	11
	15	2	*July*, By *Amſterdam* exchange, for his part gains	11	22	—	8
	15	2	Dito By dito his account Currant, for ⅓ of my payment	2	13	15	7
	17	20	Dito By Voyage to *Lisborn* ⅔, and ⅓ for his gains	8	127	15	7
			Summ	L	1314	16	3

Contra, Creditor.

					W	S	D	Fol.	L	S	D
1634.	7	7	*April*, By *Jean du Boys* my account Currant carried thither, this being now due		4	10	40	2	123	4	—

Contra, Creditor.

				Fol.	L	S	D
1633.	2	13	*Jan.* By *Jean du Boys* my Intereſt-reckon. for forbear.	5	3	4	—
	3	23	Dito By *Randoll Rice* my Intereſt-reckon. for forbear.	7	2	5	2
	3	30	Dito By *George Pinchbacke*, for forbearance	3	4	19	8
1634.	9	22	*April*, By dito *George*, for forbearance	3	1	9	—
	10	30	Dito By *James Wilkinſon*, for forbearance	4	6	13	4
	10	30	Dito By *Andrew Hitchcock*, for forbearance	11	2	11	8
			Summ	L	21	2	10

Contra, Creditor.

				Fol.	L	S	D
1634.	8	15	*April*, By *Diego del Varino*, for company of *Randoll Rice* ⅗, and ⅖ me, our account of Time, for ſales of 100 Sayes	11	605	—	—

Randoll Rice his account Currant, Debitor.

	Day		Fol.	L	s	d
	3	17 *Jan.* To *Randoll* his account by me in company, for $\frac{3}{5}$ of my payment	6	340	—	—
	3	23 Dito To dito his account by me in comp. for my $\frac{3}{5}$ paid	6	225	12	7
	6	21 *Mar.* To dito his account by me in comp. for $\frac{3}{5}$ of paym.	6	5	—	8
1634.	10	30 *Apr.* To dito his account by me in comp. for the like	6	294	18	10
	10	8 *May*, To dito my Intereſt account, being now due	7	115	1	5
	10	8 Dito To Caſh, paid in full of 315 l. due	1	99	19	1
	12	7 *June*, To dito his account by me in comp. for $\frac{3}{5}$ paym.	6	146	11	—
	13	23 Dito To *Diego* his account of Fruits, part at 2 months	12	541	4	9
	14	23 Dito To *Amſterdam*-exchange, for a Bill due 28 dito	11	530	9	1
	15	11 *July*, To Figs in comp. for 648 Pieces Ready-money	9	348	6	—
		Summ	L	2447	3	5

Randoll Rice his account by me in company, Debitor.

				Fol.	L	s	d
1634.	10	8	*May*, To dito *Randoll* his account Currant, for $\frac{3}{5}$ of my receipt	6	315	—	—
	15	11	*July*, To dito his account Currant for the like	6	208	19	7
	19	20	Dito To Balance, due to him by conclude of this	13	991	7	6
			Summ	L	1515	7	1

Jean du Boys at *Roan*, for the company of *Rand. Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant, Dtr.

				℔w	S	D	Fol.	L	s	d
1633.	3	23	*Jan.* To *Jam. Wilkinſon*, remitt. by exch	2148	50	6	4	564	1	1
1634.	13	15	*Jun.* To *Tho. Truſt* our account of ready-money, for an exchange for dito comp.	3642	58	6	13	1092	17	10
	17	20	*July* To Profit and Loſs for dito comp. gained				7	80	11	7
			Summ	5791	49	—	L	1737	10	10

	Day		Fol.	L	s	d
		Contra, Creditor.				
	3 17	*Jan.* By Voyage to *Lisborn*, for 100 Sayes, Ready-mon.	5	566	13	4
1634.	10 8	*May*, By dito his account by me in company received	6	315	—	—
	14 23	*June*, By *Diego* his account of Cash, received upon fruits	12	380	—	—
	15 2	*July*, By *Amsterdam*-exchange, remitted in his Bills	11	530	9	1
	15 11	Dito By dito his account by me in comp. for Figs received	6	208	19	7
	16 20	Dito By *Diego* his account Currant, for mine Assignation	12	161	4	9
	16 20	Dito By Cash, received of him to clear this account	1	284	16	8
		Summ		L 2447	3	5

		Contra, Creditor.				
1633.	3 17	*Jan.* By *Randoll Rice* his account Currant for his $\frac{1}{5}$ of company Stock brought in now	6	340	—	—
	3 23	Dito By dito his account Currant, brought in more	6	225	12	7
	3 —	Dito By dito, my Interest-account, laid out for him	7	112	16	3
	6 21	*March*, By dito his account Currant for $\frac{1}{5}$ of charges paid	6	5	—	8
1634.	10 30	*April*, By dito, his account Currant for $\frac{1}{5}$ of an exchange	6	94	18	10
	12 7	*Jun.* By dito his account Currant for $\frac{1}{5}$ of an exchange	6	146	11	—
	15 11	*July*, By Figs in company, for $\frac{1}{5}$ gains due to him	9	145	18	1
	18 20	Dito By Profit and Loss, for $\frac{1}{5}$, and $\frac{2}{52}$ for this gains	7	444	9	8
		Summ		L 1515	7	1

			℔ w	ʃ	₰				
		Contra, Creditor.							
1633.	6 13	*March*, By *Jacob Symonson* for *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, by *Jean*, remitted to *Jacob*	1000	—	—	9	300	—	—
1634.	7 29	Dito By *Jacob Symonson*, remitted to him for the said account	1140	17	8	9	342	1	9
	7 29	Dito By Profit and Loss $\frac{3}{5}$ for *R. R.* $\frac{2}{5}$ me for Brokage and Provision	8	32	10	7	2	11	3
	18 20	*July*, By *Balance*, due by conclude	3642	58	6	13	1092	17	10
		Summ	5791	49	—	L	1737	10	10

Day.			Fol.	L	s	d
		Profit and Loss in Company $\frac{2}{5}$ for *Randoll Rice*, and $\frac{3}{5}$ for me, Debitor.				
	3 23	*Jan.* To Profit and Loss for charges of a Remise ——	7		2 11	11
1634.	7 29	*March*, To *Jean du Boys*, for his provision and brokage--	6		2 11	3
	17 20	*July*, To *Tho. Truste*, our account of Ready money, lost -	13		9 . 2	6
	18 —	Dito To *Ran. Rice* his account by me in comp. for $\frac{2}{5}$ gains-	6	444	9	8
	18 —	Dito To Profit and Loss, for my part gains ——	7	296	6	5
		Summ—	L	755	1	9
		Randoll Rice my Interest-account, Debitor.				
1633.	3 23	*Jan.* To dito his account by me in comp. for principal--	6	112	16	3
	3 23	Dito To Interest-rec. lent at 8 *per* C. for 3 months ——	5		2 . 5	4
		Summ——	L	115	1	5
		Profit and Loss, Debitor.				
1633.	4 17	*Feb.* To *Jacob Symonson* my account of Ready-money, for his charges, being brokage and provision ——	3	—	10	1
1634.	17 20	*July*, To *Jac. Symons.* my account of Ready-money lost-	3	25	—	11
	17 20	Dito To Silver, lost by the sale of 8 barres ——	10		3 . 9	1
	19 20	Dito To Stock, gained by this handle —— ——	1	1046	8	10
		Summ—	L	1075	8	11

Day			Fol.	L	s	d
		Contra, Creditor.				
17	20	*July*, By Voyage to *Lisborn* for dito company, gained--	5	14	.2	8
17	20	Dito By *Jean du Boys* for dito company, gained ——	6	80	11	.7
17	20	Dito By *Jacob Symonſon*, for dito company, gained--	9	60	—	.6
17	20	Dito By Voyage to *Antwerp*, for dito company, gained-	10	600	.7	—
		Summ——	L	755	.1	9
		Contra, Creditor.				
1634. 10	8	*May*, By *Randoll Rice* his account Currant, due now to be repaid me —— —— ——	6	115	.1	.5
		Contra, Creditor.				
1634. 3	23	*Jan.* By Profit and Loſs in company $\frac{3}{5}$ *R. R.* $\frac{2}{5}$ me ——	7	2	11	11
4	9	*Feb.* By *Jac. Symonſon* his Couchaneille, for proviſion--	3	31	12	.2
5	13	*Mar.* By Kerſies in comp. $\frac{1}{3}$, and $\frac{2}{3}$ for proviſion & gains--	4	128	.5	—
1634. 8	15	*Apr.* By *Jac. Symonſ.* my acco. by him in comp. gained-	2	.50	—	—
9	22	Dito By *Danſick-exchange*, gained by the ſame —— ——	8	.10	19	.9
11	22	*May*, By *George Pinch-backe* upon Sugar gained ——	3	36	.5	—
13	15	*June*, By *Jacob Symonſon* his Cambrix for proviſion——	8	.8	12	—
14	23	Dito By Caſh, for proviſion of *Diego* his Fruits ——	1	.13	.4	—
15	2	*July*, By *Amſterdam*-exchange in company, gained ——	11	22	—	.8
15	11	Dito By Figs $\frac{3}{5}$, and $\frac{2}{5}$ in comp. for proviſion and gains--	9	114	15	.5
17	20	Dito By Wares, gained thereby —— ——	1	.92	10	—
17	—	Dito By Kettles, gained thereby —— ——	2	.20	—	.2
17	20	Dito By *Jean du Boys* my account Currant gained ——	2	.56	.5	.6
17	20	Dito By Voyage to *Amſterd.* conſigned to *J. S.* gained-	4	111	17	—
17	20	Dito By Intereſt-reckoning, gained thereby ——	5	.16	.6	2
17	20	Dito By Voyage to *Lisborn* $\frac{2}{3}$, and $\frac{1}{3}$ for my gains ——	8	.63	17	.9
18	—	Dito By Profit and Loſs $\frac{3}{5}$, and $\frac{2}{5}$, for my $\frac{2}{5}$ gains ——	.7	296	.6	5
		Summ——	L	1075	.8	11

Day.			Fo.	L	s	d
		Voyage to Lisborn, consigned to *Diego del Varino*; being in company $\frac{2}{3}$ for *Jacob Symonson*, and $\frac{1}{3}$ for me, Debitor.				
4	2	*Febr.* To Cash, for 96 black Bayes, bought and shipt--	1	594	—	—
1634. 17	2C	*July*, To *Jacob Symonson* his account by me in company, for his part of gains —— ——	5	127	15	7
17	2C	Dito To Profit and Loss, for my $\frac{1}{3}$ of gains ——	7	63	17	9
		Summ——	L	785	13	4

Day.			Guil.	sti.	p.	Fo.	L	s	d
		Jac. Symonson my account of time, Debitor.							
1633. 5	5	*March*, To Voyage to *Amsterdam* consigned to dito *Jacob*, for sales of 60 Dozens —— —— ——	2861	5	—	4	286	2	6

Day.			Flor.	gr.	p.	Fo.	L	s	d
		Dansick-exchange for company *Arthur Mumperson* there, and me, each $\frac{1}{2}$, Debitor.							
1633. 5	5	*March*, To *Jacob Symonson* my account of ready-money remitt. by my order -	1722	20	—	3	136	—	—
5	13	Dito To Cash, remitted by me ——	2666	20	—	1	200	—	—
1634. 7	7	*April*, To *Jac. Symonson* his account Currant, for money due to me upon his account, and paid there ——	3987	15	—	2	309	7	6
8	7	Dito To *Jacob Symonson* my account of ready-mo. due to me, and paid there--	1907	26	—	3	148	—	6
9	22	Dito To *Arth. Mumperson* my accou. by him in com. allowed him his gains here				12	10	19	8
9	22	Dito To Profit and Loss, for my gains--				7	10	19	9
		Summ——	10284	21	—	L	815	7	5

Day.			Ps.	Fo.	L	s	d
		Jacob Symonson at *Amsterdam* his account of *Cambrix*-cloth, Debitor.					
1633. 6	13	*March*, To Cash, for charges at the receipt of—	60	1	4	7	—
1634. 13	15	*June*, To Cash, for Brokage —— ——		1	1	7	—
13	15	Dito To Profit and Loss, for Provision ——		7	8	12	—
13	15	Dito To *Jacob Symonson* his account Currant for the neat proceed, without my prejudice ——		2	390	14	—
		Summ—	60	L	405	—	—

Day		Fol.	L	s	d
	Contra, Creditor.				
142	*July*, By Figs in company, as *per Contra*, for full returns of sales of the 96 black Bayes —— ——	13	785	13	4

			Guil.	stt.	p.				
	Contra, Creditor.								
1633. 5 5	*March*, By dito *Jacob* my account of ready-money, received in part ——	1361	.5	—	3	136	.2	.6
1634. 8 .7	*April*, By dito my account of ready-money, in full —— ——	1500	—	—	3	150	—	—
	Summ——	2861	.5	—	L	286	2	6

			Flor.	gr.	p.				
	Contra, Creditor.								
1634. 7 .29	*March*, By *George Pinch-back* for an exchange remitted me —— ——	5000	—	—	3	401	15	.8
9 22	*April*, By *Arthur Mumperſon* at *Danſick*, my account by him in company, remitted him to be employed there —	5284	21	—	12	413	11	.9
	Summ——	10284	21	—	L	815	.7	5

			Pgs.				
	Contra, Creditor.						
1634. 13 15	*June*, By ſeveral accounts at 4 months ——	60	—	405	—	—	

	Day		Fol.	L	s	d
Jacob Symonſon at *Amſterdam* for company $\frac{3}{5}$ *Randoll Rice*, and $\frac{2}{5}$ me, Debitor.		Guil.	ſti.	p.				
	6 13	*March*, To *Jean du Boys* at *Roan* for dito company, for a Remiſe ——	3100	—	—	6	300	— —
1634.	7 29	Dito To *Jean du Boys* for company of *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, for a Remiſe——	3506	.8	—	6	342	.1.9
	30	*April*, To *Andrew Hitchcock*, ordered me upon ſight of his letter to pay him-	1740	12	—	11	158	.4.9
	7	*June*, To *Andrew Hitchcock*, ordered me upon ſight of his letter to pay him--	2699	..	—	11	244	.5 —
		Summ——	11046	—	—	L	1044	11 6
	17 20	*July*, To Profit and Loſs for dito comp.				7	60	— 6
		Summ——	11049	—	—	L	1104	12 —

			Ps.				
Figs in Company $\frac{3}{5}$ for *Randoll Rice*, and $\frac{2}{5}$ for me; are Debitors.							
1633.	6 21	*March*, To *Diego del Varino* for dito company our account of ready-money, received from him--	1576	9	426	.4.6	
	6 21	Dito To Caſh, for cuſtome and other charges---		1	..	8 .7	.9
1634.	12 31	*May*, To *Diego del Varino*, received from him—	572	9	154	11	.6
	12 .7	*June*, To Caſh, for cuſtome and other charges---		1	..	23 .8	.9
	15 11	*July*, To Profit and Loſs, for proviſion and gains		7	114	15	.5
	15 11	Dito To *Randoll Rice* his account by me in company, for his $\frac{3}{5}$ of the gains —— ——		6	145	18	.1
		Summ——	2148	L	873	.6 .-	

			Mil.	Re.				
Diego del Varino at *Lisborn* for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account of ready-money, Debitor.								
1634.	8 15	*April*, To dito *Diego* for the ſame company $\frac{3}{5}$, and $\frac{2}{5}$ our account of Time, received---	706	640	11	441	13 —	
	12 31	*May*, To dito *Diego* for the ſame company our account of Time, received ——	261	360	11	163	.7 —	
		Summ——	968	000	L	605	— —	

Day			Gull.	sti.	p.	fo.	L	s.	d.
		Contra, Creditor.							
8	15	*April*, By Voyage to *Antwerp*, consigned to *Thomas Truſt*: being for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, for ſeveral commodities ſhipt to ſell for our company, coſt — — —	11046	—	—	10	1104	12	—

				Ps.				
		Contra, Creditors.						
1634. 10	8	*May*, By Caſh, ſold *George Pinchback* — —		1500	1	525	—	—
15	11	*July*, By *Randoll Rice*, his account Currant, ſold to him for ready-money — —		648	6	348	6	—
			Summ —	2148	L	873	6	—

				Mil.	Re.				
		Contra, Creditor.							
1633. 6	21	*March*, By Figs for dito company, received in value for — — —		681	960	9	426	4	6
1634. 12	31	*May*, By Figs for dito company, received in value for — — —		247	320	9	154	11	6
12	31	Dito By Voyage to *Lisborn*, for Proviſion and other charges, concerning this company — — —		38	720	5	24	4	—
			Summ —	968	000	L	605	—	—

Day			Fol.	L	s	d
		Promise-reckoning, Debitor,				
7	7	*April*, To *James Wilkinson*, promised to let him have--	4	250	—	—
11	13	*May*, To *George Pinchbacke*, for my promise ——	3	338	6	8
11	22	Dito To *James Wilkinson*, for his promise-performance--	4	200	—	—
11	—	Dito To *James Wilkinson*, for his promise-performance-	4	314	3	4
		Summ——	L	1102	10	—

			Ps.	bu.	ba.				
		Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reynst* $\frac{1}{3}$, their account of commodities, Debitor.							
1634. 6	29	*March*, To Cash, for portage of ——	160	15	4	1	—	12	5
16	20	*July*, To dito company their account of Time, for value of the sale carried thither —— —— ——				13	193	19	8
19	20	Dito To *Balance*, transported thither—	160	—	4	13	194	12	1
		Summ——	320	15	8	L	389	4	2

		Hendrick vander Linden $\frac{1}{2}$, *Joh. van Does* $\frac{1}{6}$, *Jaques Reynst* $\frac{1}{3}$, their account of ready-money, Dr.				
1633. 7	29	*March*, To dito company their account of commodities for charges brought from thence —— ——	10	—	12	5
19	20	*July*, To *Balance*, for conclude transported thither—	13	99	7	7
		Summ——	L	100	—	—

			lb					
		Silver, Debitor.						
1634. 7	7	*April*, To *Jean du Boys* my acc. Currant, principal--	8	2	560	17	—	
7	7	Dito To Cash, for charges at the receipt ——		1	4	7	2	
9	22	Dito To *Jean du Boys* my acc. Currant for charges--		2	12	6	—	
		Summ——	8	L	577	10	2	

		Voyage to Antwerp, consigned to *Tho. Trust*, being for company *Rand. Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, Dr.				
1634. 8	15	*April*, To *Jacob Symonson* for dito company, for sundry commodities shipt thither to sell for us ——	9	1104	12	—
17	20	*July*, To Profit for dito company, gained ——	7	600	7	—
		Summ——	L	1704	19	—

Day			Fol.	L	s	d
		Contra, Creditor.				
6	21	*March*, By *James Wilkinſon* for a bargain of Sugar —	4	314	3	4
1634. 10	30	*April*, By *James Wilkinſon* for diſcharge made 7. preſ.	4	250	—	—
10	8	*May*, By *James Wilkinſon* for *Andrew Hitchcocks* uſe---	4	200	—	—
11	22	Dito By *George Pinchbacke*, for my promiſe-perform.--	3	338	6	8
		Summ —	L	1102	10	—

Day			Ps.	but.	ba.	Fol.	L	s	d
		Contra, Creditor.							
1634. 7	29	*March*, By *Hendrick vander Linden*, and company, their account of Ready-money, for the charges — —				10	—	12	5
16	29	*July*, By *Andrew Hitchcocke*, ſold part upon time, part money — —	160	—	4	11	193	19	8
11	20	Dito By *Balance*, tranſported thither —	160	15	4	13	194	12	1
		Summ —	320	15	8	L	389	4	2

Day			Fol.	L	s	d
		Contra, Creditor,				
1634. 16	20	*July*, By dito company their account of time, for received in part — — —	13	100	—	—

Day			B	Fol.	L	s	d
		Contra, Creditor.					
1634. 12	22	*May*, By *James Wilkinſon*, in truck of Sugar —	8	4	574	1	1
17	20	*July*, By Profit and Loſs, loſt by ſale — —		7	3	9	1
		Summ —	8	L	577	10	2

Day			Fol.	L	s	d
		Contra, Creditor.				
1634. 13	7	*June*, By *Thomas Truſt* at *Antwerp*, for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Time, for part ſales—	12	1515	7	—
18	20	*July*, By *Balance*, for unſold Wheat — —	13	189	12	—
		Summ —	L	1704	19	—

	Day			Mil.	Re.	Fol.	L	s	d
			Diego del Varino, for company of *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account of Time, Debitor.						
	8	15	*April*, To Voyage to *Lisborn*, for dito company, for ſale of 100 Sayes, part money--	968	000	5	605	—	—
			Andrew Hitchcocke, Debitor.						
1634.	8	15	*April*, To *Amſterdam* exchange, due the 23 preſent—			11	504	19	6
	10	30	Dito To Intereſt reck. for forbearance of 96 l. 14 s. 9 d. at 8 *per* C. for 4 months			5	.. 2	11	.8
	10	.8	*May*, To *Jacob Symonſon*, for an exchange due 28 dito--			3	171	.8	4
	11	22	Dito To *James Wilkinſon* for 200 l. at Intereſt, and forbearance, are both			4	205	.6	.8
	12	7	*June*, To Caſh, paid *James Wilkinſon* in full of an exch.-			1	.72	16	.8
	13	15	Dito To *Jacob Symonſon* for 20 Pieces of *Cambrix*, at 4 months time			8	135	—	—
	16	20	*July*, To *James Wilkinſon*, for mine Aſſignation			4	.48	—	—
	16	20	Dito To *Hendrick vander Linden*, and company, for ſeveral commodities, at 6 months			10	193	19	.8
			Summ—			L	1334	2	.6
			Amſterdam-exchange, being in company for *Jacob Symonſon* and me, each $\frac{1}{2}$, Debitor.	Guſl.	ſtſ.	p.			
1634.	9	15	*April*, To *Jacob Symonſon* his account by me in comp. for his $\frac{1}{2}$ of the remiſe--	2790	—	—	5	279	—	—
	9	15	Dito To *Jacob Symonſon* my account by him in company, for my $\frac{1}{2}$ thereof —	2790	—	—	2	279	—	—
	11	13	*May*, To Caſh, remitted by me—	5049	15	—	1	504	19	.6
	14	23	*Jun.* To *Jacob Symonſon* his accou. by me in comp. for his $\frac{1}{2}$ of the remiſe—	2890	19	.8	5	289	.1	11
	14	23	Dito To *Jacob Symonſon* my account by him in comp. for my $\frac{1}{2}$ thereof—	2890	19	8	2	289	.1	11
	15	2	*July*, To *Randoll Rice*, remitted by me-	5304	11	—	6	530	.9	.1
	15	—	Dito To *Jacob Symonſon* his account by me in comp. for his $\frac{1}{2}$ of the gains —	220	.6	.8	5	.22	—	.8
	15	.2	Dito To Profit and Loſs, for my gains--	220	.6	.8	7	.22	—	.8
			Summ—	22156	18	—	L	2215	13	.9

Day		*Contra*, Creditor.	Mil.	Re.	Fol.	L	s	d
8	15	*April*, By *Diego* dito, for the said company, our account of Ready-money, received in part —— —— ——	706	640	9	441	13	—
12	31	*May*, By dito *Diego*, received in full ——	261	360	9	163	.7	—
		Summ—	968	000	L	605	—	—

Contra, Creditor.

1634. 10	30	*April*, By *Jacob Symonson*, ordered me to make good here an exchange of —— —— ——			9	158	4	.9
10	30	Dito By *James Wilkinson*, for my Assignment paid ——			4	250	—	—
12	.7	*June*, By *Jacob Symonson*, ordered to make good here—			9	244	.5	—
16	11	*July*, By *Jacob Symonson* his account Currant for the debt of *Cambrix* transported to *James Wilkinson*—			2	135	—	—
16	20	Dito by Cash, received in part of the now sold commodities, being —— —— ——			1	100	—	—
18	20	Dito By *Balance*, due to me by conclude of account—			13	446	12	.9
		Summ——			L	1334	.2	.6

		Contra, Creditor.	Guil.	fli.	pe.				
1634. 8	15	*April*, By *Andrew Hitchcock*, for an exchange remitted me —— ——	5049	15	—	11	504	19	.6
11	13	*May*, By *Jacob Symonson* his account by me in comp. for ½ of my remise——	2890	19	.8	.5	289	.1	11
11	13	Dito By *Jacob Symonson*, my account by him in company, for my ½ thereof—	2890	19	.8	2	289	1	11
14	23	*June*, By *Randoll Rice* his account Currant, for an exchange remitted me—	5304	11	—	6	530	.9	.1
15	.2	*July*, By *Jacob Symonson* his account by me in comp. for ½ of my remise——	3010	.6	.8	5	301	—	8
15	2	Dito By *Jacob Symonson*, my account by him in company, for my ½ thereof—	3010	.6	.8	2	301	—	.8
		Summ—	22156	18	—	L	2215	13	.9

Day			Fol.	L	s	d
	Arthur Mumperſon at *Danſick*, my account by him in company, D^r.	Flor. gr. p.				
9 22	*April*, To *Danſick* exchange ½ in company for dito *Arthur*, remitted to be by him employed there for my company Stock —— —— ——	5284 21 —	8	413	11	.9
	Diego del Varino at *Lisborn* his account of Fruits, Debitor.	F. R.				
1634. 12 .7	*June*, To *Diego* his acco. of Caſh, for charges	270 300	12	25	10	.7
14 23	Dito To dito his Caſh, for proviſion, and, *&c.*		12	15	11	.6
14 23	Dito To *Diego* his acco. Currant, for the neat		12	500	.2	.8
	Summ——	270 300	L	541	.4	.9
	Diego del Varino, his account of Caſh, Debitor.					
1634. 12 .7	*June*, To Caſh, by me for him diſburſed ——		1	25	10	.7
14 23	Dito To *Randoll Rice*, received in part ——		6	380	—	—
	Summ——		L	405	10	.7
	Diego del Varino, his account Currant, Debitor.					
1634. 16 20	*July*, To *Randoll Rice*, for mine Aſſignation ——		6	161	.4	.9
16 20	Dito To *Diego* his Caſh, paid *Pedro* to clear account--		12	338	17	11
	Summ——		L	500	2	.8
	Thomas Truſt at *Antwerp*, for company *Ran. Rice* ⅗, and ⅖, for me, our account of Time, Debitor.	Guil. ſti. p.				
1634. 13 .7	*June*, To Voyage to *Antwerp*, conſigned to dito *Thomas* for company ⅗, and ⅖ for ſale of part of the ſent goods—	15153 .9 4	10	1515	.7	—

Day.		*Contra*, Creditor.	Flor.	gr.	p.	Fol.	L	s	d
9	22	*April*, By *Danſick* exch. remitted in mine own Bills, his gains here ——	140	10	.5	8	1019		.8
18	20	*July*, By *Balance*, due by conclude —	5144	10	13	13	402	12	.1
		Summ —	5284	21	—	L	413	11	.9

		Contra, Creditor.	F.	R.			
1634. 13	23	*June*, By *Randoll Rice* his account Currant ſold part at 2 months —— ——	270	300	6	541	.4 .9

		Contra, Creditor.				
1634. 12	.7	*June*, By *Diego* his account of Fruits for charges ——	12	25	10	.7
14	23	Dito By Caſh, for my diſburſed firſt charges ——	1	25	10	.7
14	23	Dito By *Diego* his account of Fruits for proviſion, *&c.*--	12	15	11	.6
16	20	*July* By *Diego* his account Currant, paid *Pedro d. Varino*	12	338	17	11
		Summ —	L	405	10	.7

		Contra, Creditor.							
1634. 14	23	*June*, By *Diego* his account of Fruits, for the neat proceed of 270 Pieces of Figs, and 300 Pieces of Raiſons-				12	500	.2	8

		Contra, Creditor.	Guil.	fl.	p.				
1634. 13	.7	*June*, By *Tho. Truſt* for company *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account of Ready-money, for part received —— ——	11020	3	.9	13	1102	—	4
18	20	*July*, By *Balance*, for this conclude—	4133	.5	11	13	413	.6	8
		Summ ——	15153	.9	4	L	1515	.7	—

	Day			Guil.	fli.	p.	Fol.	L	s	d
			Tho. Truſt at *Antwerp* for company *Ran. Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me; our account of Ready-money, Debitor.							
	13	7	*June*, To dito *Thomas* our acco. of Time	11020	3	9	12	1102	—	4
			Figs in Company $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ me, Debitor.				Ps.			
1634.	14	2	*July*, To Voyage to *Lisborn*, conſigned to *Diego del Varino*, for company, as above, received---	2908			8	785	13	4
	15	2	Dito To *George Pinchback*, for charges ———				3	20	13	7
			Summ——	2908			L	806	6	11
			Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reinſt* $\frac{1}{3}$, their account of Time, Debitor.							
1634.	16	20	*July*, To dito their account of ready-money, received in part for ſold Wares —— —— ———				10	100	—	—
	19	20	Dito To *Balance*, for conclude tranſported thither —				13	93	19	8
			Summ——				L	193	19	8
			Balance, Debitor.							
1634.	18	20	*July*, To *Jacob Symonſon* my account by him in comp.				2	301	—	8
	18	20	Dito To *Jean du Boys*, for comp. *R. R* $\frac{3}{5}$, me $\frac{2}{5}$ Currant--				6	1092	17	10
	18	20	Dito To *Hend. van. Lind.* and comp. their commodities-				10	194	12	1
	18	20	Dito To Voyage to *Antw.* in comp. *R. R.* $\frac{3}{5}$, and $\frac{2}{5}$ me---				10	189	12	—
	18	20	Dito To *Andrew Hitchcocke* due to me by conclude---				11	446	12	9
	18	20	Dito To *Arth. Mumperſon* my account by him in comp.				12	402	12	1
	18	20	Dito To *Tho. Truſt*, for comp. *R. R.* $\frac{3}{5}$, me $\frac{2}{5}$ our Time acco.				12	413	6	8
	18	20	Dito To Figs in comp. for *Jac. Symonſon* $\frac{2}{3}$, and $\frac{1}{3}$ for me-				13	806	6	11
	19	20	Dito To Caſh, reſting therein, and brought hither----				1	947	2	1
			Summ——				L	4794	3	1

Day			Fol.	L	s	d
	Contra, Creditor.	Guil. sti. p.				
13 15	*June*, By *Jean du Boys*, for comp. *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ me, our account Currant by our order remitted him--	11020 — —	6	1092	17	10
17 20	*July*, By Prof. & Loss of dito comp. lost--	.3 .9	.7	.9	.2	.6
	Summ—	11020 .3 .9	L	1102	—	4

	Contra, Creditor.	Pŏ.				
1634. 18 20	*July*, By *Balance*, resting unsold — —	2908	13	806	.6	11

	Contra, Creditor.					
1634. 16 20	*July*, By *Hendrick vander Linden*, and company, their account of commodities, sold for — —		10	193	19	.8

	Balance, Creditor,					
1634. 18 20	*July*, By *Jac. Symonson* his account by me in comp.---		.5	512	.3	.8
19 20	Dito By *Randoll Rice* his account by me in company--		6	991	.7	.6
19 20	Dito By *Hen. vander Lind.* and comp. their commodities		10	194	12	.1
19 20	Dito By *Hen. van. Lind.* and comp. their ready-money--		10	.99	.7	.7
19 20	Dito By *Hen. van. Lind.* and comp. their Time account--		13	.93	19	.8
19 20	Dito By Stock, for difference there, being my pres. estate		.1	2902	12	.7
	Summ—		L	4794	.3	.1

| | | |

THE JOURNAL B.

OR,

The Second Journal:

By the which is ſhewed how to begin the New Books, and ſo to proſecute as before.

ANNO 1634.

IN

LONDON.

XUM

THE

JOURNAL

OF

B.

OR,

The Second Journal:

By-ths which is likewise to begin the New Epoch, and
to go on Course as before.

LONDON:

		L	s	d
1 ·	*Caſh*, Debitor to Stock l. 947. 2. 1. D. for ſundry Coynes in Gold, and Silver, as by the found particulars, the 20. preſent did appear, producing	947	2	1
1 ·	*Andrew Hitchcocke* Debitor to Stock l. 446. 12. 9. D. for ſo much due to me at ſeveral dayes, by conclude of former book, fol. 11. being	446	12	9
1 ·	*Jacob Symonſon* at Amſterdam, my account by him in company, debitor to Stock l. 301.—8. D. for gl 3010. 6. 8. pen. due to me by conclude of former book, fol. 2.	301	—	8
2 ·	*Arthur Mumperſon* at *Danſick*, my account by him in company, debitor to Stock l. 402. 12. 1. D. for 5144. Florines, 10. gros. 13. pin. Poliſh, due to me by conclude of former book, fol. 12.	402	12	1
2 ·	*Figs in Company* $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ for me, debitors to Stock l. 806. 6. 11. D. for 2908. Pieces unſold in former books, fol. 13. coſt as there appeareth	806	6	11
2 ·	*Voyage to Antwerp* conſigned to *Thomas Truſt*, being in company $\frac{4}{5}$ for *Randoll Rice*, and $\frac{1}{5}$ for me, debitor to Stock l. 189. 12. 8. for the value of 19. Laſts, 24. Mudde, 3. ſcheples of Wheat unſold, as by former book, fol. 10.	189	12	—
2 ·	*Jean du Boys* at Roan, for company *Randoll Rice* $\frac{4}{5}$, and $\frac{1}{5}$ for me, our account Currant, debitor to Stock l. 1092. 17. 10. D. for 3642. w. 58. ſous, 6. D. due to the ſaid company, as by former books, fol. 6.	1092	17	10
2 ·	*Thomas Truſt* at *Antwerp*, for company of *Randoll Rice* $\frac{4}{5}$, and $\frac{1}{5}$ for me, our account of Time, debitor to Stock l. 413. 6. 8. D. for gl. 4133. 5. 11. pen. due to us by conclude of former books upon this account, fol. 12.	413	6	8
3 · / 1 ·	*Hendrick vander Linden* $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reynſt* $\frac{1}{3}$, their account of commodities debitor to Stock l. 194. 12. 1. D. for 160. Pieces of Figs, 4. Bales of Pepper, 15. Butts of *Allegant* ſtanding upon the Debit of former book, fol. 10.	194	12	1
1 · / 3 ·	*Stock*, debitor to *Jacob Symonſon* at *Amſterdam*, his account by me in company l. 512. 3. 8. D. for ſo much due to him by conclude of former book, fol. 5.	512	3	8

		L	S	D
3	*Dito*, to *Randoll Rice* his account by me in company l. 991. 7. 6. D. for so much due to him upon this account by conclude of former books, fol. 6.	991	7	6
11 / 3	*Stock*, debitor to *Hendrick vander Linden* $\frac{2}{24}$, *John van Does* $\frac{1}{12}$, *Jaquer Reynst* $\frac{1}{3}$, their account of commodities l. 194. 12. 1. D. for 160. Pieces of Figs, and 4. Bales of Pepper sold; being the whole wares in Credit of former books, fol. 10.	194	12	1
3	*Dito*, to *Hendrick vander Linden*, and company, as above, their account of Ready-money l. 99. 7. 7. D. for conclude of former books, fol. 10.	99	7	7
3	*Dito*, to *Hendrick vander Linden*, and company, as before, their account of Time l. 93. 19. 8. D. for conclude of former books, as in fol. 13.	93	19	8

Andrew

A.

Andrew Hitchcock —— fol. 1
Arthur Mumperſon at Danſick, my account by him in company —— fol. 2.

C.

Caſh —— fol. 1.

F

Figs in Company, $\frac{2}{3}$ for *Jacob Symonſon*, and $\frac{1}{3}$ for me —— fol. 2.

H.

Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Rernſt* $\frac{1}{3}$, their account of commodities —— fol. 3.
Dito, their account of Ready-mony fol. 3.
Dito, their account of Time —— fol. 3.

I.

Jacob Symonſon at Amſterdam, my account by him in company —— fol. 1.
Jean du Boys at Roan, for company *Randoll Rice* $\frac{3}{5}$, and $\frac{2}{5}$ for me, our account Currant —— fol. 2.
Jacob Symonſon his account by me in company —— fol. 3.

R.

Randoll Rice his account by me in company —— fol. 3.

S.

Stock —— fol. 1.

T.

Thomas Truſt at Antwerp, for company *Randoll Rice* $\frac{1}{5}$, and $\frac{2}{5}$ for me, our account of Time —— fol. 2.

V.

Voyage to Antwerp, conſigned to *Thomas Truſt*, being in company for *Randoll Rice* $\frac{1}{5}$, and $\frac{2}{5}$ for me — fol. 2.

					L	s	d
		Cash, Debitor.					
	21	July. To Stocke, resting in former book, fol. 1.		1	947	2	1
		Stock, Debitor.					
1634	21	July. To *Jacob Symonson* his account by me in company		3	512	3	8
	21	Dito. To *Randoll Rice* his account by me in company		3	991	7	6
	21	Dito. To *Hendr. vander Linden*, & comp their commodit.		3	194	12	1
	21	Dito. *Hend. vander Lind.* & comp. their Ready mony		3	99	7	7
	21	Dito. To *Hen. vand. Lind.* & comp. their account of Time		3	93	19	8
		Andrew Hitchcock, Debitor.					
1634.	21	July. To Stock, by conclude of former books, fol. 11		1	446	12	9
		Jacob Symonson at Amsterdam, my Guil. sti. p. account by him in company, Dr.					
1634.	21	July. To Stock, as in former books, fol. 2.	3010 . 6 . 8	1	301		8

Stock, Creditor.

				L	s	d
1634.	21	July. by Cash, resting there in former books	1	947	2	1
	21	Dito. By *Andrew Hitchcock*, due to me in former books	1	446	12	9
	21	Dito, By *Jacob Symonson* my account by him in company	1	301	—	8
	21	Dito. By *Arthur Mumpers.* my account by him in comp.	2	402	12	1
	21	Dito. By Figs in company, for *Jac. Symonson* $\frac{1}{3}$ & $\frac{1}{5}$ for me	2	806	6	11
	21	Dito. By Voyage to Ant. for company *R.R.* $\frac{1}{7}$, & $\frac{2}{5}$ for me	2	189	12	—
	21	Dito. By *Jean du Boys*, for comp. *Rand. R.* $\frac{1}{2}$, and $\frac{1}{4}$ for me	3	1092	17	10
	21	Dito. By *T. Trust*, for comp. *R.R.* $\frac{1}{3}$, & $\frac{1}{5}$ me, our Time acco.	2	413	6	8
	21	Dito. By *Hend. vander Lind*, & comp. their commod. acco.	3	194	12	1

							L	s	d
		Arthur Mumperſon at Danſick, my account by him in company, Dr ;	Flor.	gr.	p.				
	21	July. To Stock, due as in former books, fol. 12.	5144	10	13		1 402	12	1
		Figs in Company, for *Jacob Symonſon*, and ⅓ for me, Debitors.							
1634	21	July. To Stock, reſting unſold, as by acco. fol. 13.	2908				1 806	6	11
		Voyage to Antwerp, conſigned to *Thomas Truſt*, being in company of *Randoll Rice* ⅔, and ⅓ for me, Debitor.							
1634	21	July. To Stock, reſting unſold, as in fol. 10. for					1 189	12	—
		Jean du Boys at Roan, for company *Randoll Rice* ½, and ½ for me, our account Currant, Debitor.	℔ w	S	D				
1634	21	July. To Stock, due as in former book, fol. 6.	3642	58	6		1092	17	10
		Thomas Truſt at Antwerp, for company *Ran. Rice* ⅔, & ⅓ for me our account of Time, Debitor.	Guil.	ſti.	p.				
1634	21	July. To Stock, due as in former book, fol. 12	4133	5	11		413	6	8

Hendrick vander Linden & John van	160	17	4	1	194	12	4
Deer, Jaques Rysij, their ac-							
count of commodities, debitor.							
Folly Tolsock, brought from former							
book, fol. 10.							

Jacob Symonson ac Amsterdam, his account by me in company, debitor.

Randell Price, his account by me in company, debitor.

		Pg.	bu.	ba.	L	s	d
	Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reynst* $\frac{1}{3}$, their account of commodities, debitor.						
21	*July.* To Stock, brought from former book, fol. 10.	160	15	4	1	194	12 · 1

Jacob Symonson at *Amsterdam*, his account by me in company, debitor.

Randoll Rice, his account by me in company, debitor.

Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reynst* $\frac{1}{3}$, their account of ready money, deb.

Hendrick vander Linden $\frac{1}{2}$, *John van Does* $\frac{1}{6}$, *Jaques Reynst* $\frac{1}{3}$, their account of Time, debitor.

			Pg.	bu.	ba.		L	s	d
	21	*Contra*, Creditor, July By Stock, brought from former Book, fol. 10.	160	·	4	1	194	11	·1
1634.	21	*Contra*, Creditor. July By Stock, due from former book, fol. 5.				1	512	·3	·8
1634.	21	*Contra*, Creditor. July By Stock, due in former book, fol. 6.				1	991	·7	·6
1634.	21	*Contra, Creditor.* July By Stock, due as in former book, fol. 10.				1	99	·7	·7
	21	*Contra*, Creditor. July By Stock, due as in former book, fol. 13.				1	93	19	·8

Science-lovers,

IN this Books Title, I made promise of Two Waste-books for exercise of the Studious; and according to the second Rule of Aid, under the 62. place, the Promiser is Debtor: therefore to have a discharge, I make part of performance in the ensuing. For here you have the first Waste-book, comprehending many varieties of usual passages amongst Merchants: here you have the True course of the Inventories Entrances; then followeth the Daily passages of Trading: here you have all general matters belonging to Proper accounts; In this part of the Waste-book Factorage accounts are likewise begun; and all passages made so plain, that a mean capacity may apprehend them. Therefore, who ever hath deemed this Art-learning to be Obscure, or Difficult, and for that cause hath been kept back from the Secresie thereof, shall in the Progress of my Teachings-method find such delectable proceedings, that (contrary to his expectation) he will with ease attain to this first Waste-books true Balances

End.

Ingenuous Learner,

WHen you intend to undergo the studious Task of Learning the ensuing two Waste-books; then note, that when the Book lyeth open before you, then is the side upon the Left hand the Waste-books propositions; from thence you are to seek your Debitors and Creditors: and the side upon the Right hand, are the Journals Dictations: that is, such words (though not Rhetorical) as are most plain, to explain the Waste-books parcells after the Debitors and Creditors are found; thus entred for the Learners ease, not regarding my labour, nor charges at the Press, for this Art-desirers good.

The

1. Of

Title.

1. *Of the Ready money that we have, when we begin to trade: or, by conclude of former Books.*

1. Calculating my estate (when I left my former kind of Book-keeping) I found in several coyns of Gold and Silver, as by the agreement of my Cash, and Cash-book appeareth, the sum of— 1298 — —

2. And in the Banck of this City (as by my account upon fol. 1765. appeareth) there is due to me— 6789 — —

2. *Of Wares, Houses, Ships-parts, and the like.*

3. I have 200. Pieces of Cambrix-cloth remaining unsold, producing at 40. guilders *per* Piece unto— 8000 — —

4. More, I have a House called King *David*, standing upon the New-Market of this City: which cost, besides the Legacy going out of the same— 4953 15 —

5. I have $\frac{1}{16}$ of the good Ship called the *Rain-bow* of *Sardam*, Shipper upon the same is *John Johnson* the Elder of *Ilpendam*, my part cost— 963 12 8

3. *Of Debitors.*

6. *Jack Pudding* at *Bondon* hath sent me an account dated the 28. of *November* last, wherein is due to me by conclude in Ready mony 89. l. 12 s. sterl. proceeding from sales of several Wares for my account, exchange at 33. s. 4. d. produceth— 896 — —

7. *Daniel Beefe* of *Purmerent* hath delivered me his Bond, proceeding from commodities sold him, due the 19. present, being— 1017 3 —

4. *Of Debt-Demanders.*

8. *Gerard Frind* of *Ilpendam*, hath a Bill of mine, being for goods bought of him, due the 26. present, producing unto— 465 10 8

The 5. Dito.

9. *Alexander Ham* dwelleth in the House called King *David*, stand-

Title.

1. *Of the Ready-mony, &c.*

1.) gl. 1298. for several coyns of Gold and Silver, at present in my House, as between the agreement of my Cash, and Cash-book appeareth, the sum of —— 1298 — —

2.) gl. 6789. due to me in the Banck of this City, as by my account in their Book, fol. 1765. appeareth, being —— 6789 — —

2. *Of Wares, Houses, Ships, &c.*

3.) gl. 8000. for 200. Pieces of Cambrix-cloth, by me unsold; producing at 40. gl. per Piece —— 8000 — —

4.) gl. 4953. 15. stuy. which the said House (standing upon the New-Market of this City) cost first penny, besides the Legacies due out of the same —— 4953 15 —

5.) gl. 963. 12. 8. pen. for ¼ of the same, upon which *John Johnson* the Elder of *Ilpendam*, is Shipper, my part cost —— 963 12 8

3. *Of Debitors.*

6.) gl. 896. for 89. l. 12. s. sterl. due to me in Ready mony, proceeding from Wares sold for me, as by an account received, bearing date the 28. of *November*, exchange at 33. s. 4. d. — 896 — —

7.) gl. 1017. 3. stuy. for commodities formerly sold him, as by his Bond, due the 19. present, being —— 1017 3 —

4. *Of Debt-Demanders.*

8.) gl. 465. 10. 8. pen. for Wares formerly bought of him, as by my Bond, due the 26. present, being —— 465 10 8

The 5. Dito.

9.) gl. 360. for his yearly dwelling rent of the said house, standing upon

ding upon the New Market of this City; his Rent will be due the firſt of *April* next, producing yearly ——— 360

10. *Jacob Honger* hath a yearly Legacy of 50. gl. out of the Houſe called King *David*, due the 27. of *February* next, to be releaſed after 16. years purchaſe, chief ſum and rent produceth ——— 850

5. Wares bought for ready money, and preſently paid.

11. Bought of *Thomas Ceſter* 15. Butts of Sherry-ſack, at 84. gl. *per* Butt, my payment is ——— 1260

6. Wares ſold for ready money, and preſently received.

12. Sold unto *William Penſard* 16. Pieces of Cambrix-cloth: my receit at 45. gl. *per* Piece, is ——— 720

13. There is a Legacy of 60. gl. now given to me out of the Houſe called the Emperour, ſtanding upon the Colke of this City, payable by *Suſanna Peters Orphanis*, due the 28. of *February* next, to be releaſed after 18. years purchaſe, chief ſum and rent produceth ——— 1140

7. Wares bought, to pay upon Demand.

The 12. Dito ———

14. Bought of *Daniel Beef* 16. Laſts of Rye, at 60. gld. each Laſt, to pay upon demand, being ——— 1344

8. Wares ſold to be paid upon Demand.

15. Sold unto *Gerard Friend* 25. Pieces of Cambrix-cloth, at 43. gl. 16. ſtuy. *per* Piece, to pay upon demand, being ——— 525 12

9. Wares bought, paying part ready money, the remainer upon Time.

The 15. Dito. ———

16,17. Bought of *Gerard Friend* 58. Hogſheads of French Aqua-vitæ,

upon the New-Market of this City, which Rent will be due the first of April next, being — 360 — —

10.) Gl. 850. for a yearly Legacy of 50. Gl. out of the said House, due the 27. of February next, to be released after the rate of 16. years purchase. the chief sum, and rent produceth- 850 — —

5. *Wares bought for, &c.*

11.) Gl. 1260. for 15. Butts of Sherry-sack, bought of *Thomas Coster*, at 84. Gl. *per* Butt; my payment is — 1260 — —

6. *Wares sold, and, &c.*

12.) Gl. 720. for 16. Pieces of Cambrix-cloth, sold to *William Pensard* at 45 Gl. *per* Piece; my receit is — 720 — —

13.) Gl. 1140. For a yearly Legacy of 60. guilders, now given to me, out of the House called the Emperour, standing upon the New-sides Colke of this City; due the 28. of February next: and may be released at the rate of 18. years purchase: chief sum, and rent is — 1140 — —

7. *Wares bought, to pay, &c.*

The 12. Dito.

14.) Gl. 1244. for 16. Lasts, bought of him at 60. ggl. *per* Last, to pay upon demand; being — 1344 — —

8. *Wares sold to be, &c.*

15.) Gl. 525. 12. stuy. for 12. Pieces sold him at 43 ½ Gl. *per* Piece to pay upon demand — 525 12 —

9. *Wares bought, paying, &c.*

The 15. Dito.

16.) Gl. 5568. for 58. Hogsheads of French Aqua-vitæ, at 96. Gl. paying part ready mony, the remainer upon 3. mon. being all — 5568 — —

17.) Gl. 37.84.

	Guil.	sti.	pe.
vitæ, paying 3784 gl. now ready; the remainer upon 3. months: the whole at 96. gl. *per* Hogshead, is	5568	—	—
10. *Wares sold, receiving part presently, the Remainer upon time.*			
The 21. Dito.			
18, 19. Sold unto *William Ducket* 58. Hogsheads of French Aquavitæ, receiving 4960. gl. now ready, the remainer at 3. moneths: the whole at 120. gl. *per* Hogshead, produceth	6960	—	—
11. *To pay a Debt now expired.*			
The 27. Dito.			
20. Unto *Daniel Beef* for conclude of account, do I pay	·326	17	—
12. *To receive a Debt now expired.*			
21. Of *Gerard Frind* received to clear the first parcel	··60	·1	8
13. *Mony fetcht out of Banck.*			
The 5. of February, 1633.			
22. Fetcht out of Banck, being paid me by *Frederick Wats* the Cashier	·6000	—	—
14. *Mony carried into Banck.*			
The 7. of February.			
23. My servant *Francis Willing*, according to my order, hath carried mony into Banck, and delivered it to *John Nimble*, to be set upon my account, being	·987	15	·8
15. *Mony and Wares, bartred for other Wares.*			
The 15. Dito.			
24. Received of *Gerard Frind* 4. Barrels of Couchaneille, weighing Netto 560. lb. at 18. gl. *per Centum*	10080	—	—

25. Against

	Guil	ſti	pe
17.) gl. 3784. paid unto him in part of the above-named Aquavitæ	3784	—	—
10. *Wares ſold, receiving*, &c.			
The 21. Dito.			
18.) gl. 6960. for 58. Hogſheads of French Aquavitæ, at 120. gl. receiving part ready-money, the remainer upon 3. months, being all--	6960	—	—
19.) gl. 4960. received in part of the above-named Aquavitæ	4960	—	—
11. *To pay a Debt*, &c.			
The 27. Dito.			
20.) gl. 326. 17. ſtuy. paid unto him for conclude of account	326	17	—
12. *To receive a Debt*, &c.			
21.) gl. 60. 1. 8. pen. received of him in full of account, being---	60	1	8
13. *Money fetcht*, &c.			
The 5. of *February*, 1633.			
22.) gl. 6000. fetcht out of the ſame, being paid unto me by *Frederick Wats*, Cashier, to wit	6000	—	—
14. *Money carried*, &c.			
The 7. Dito.			
23.) gl. 987. 15. 8. pen. carried into the ſame according to my order, by my ſervant *Francis Willing*, and delivered it to *John Nimble*, to be ſet upon my account, being	987	15	8
15. *Money and Wares*, &c.			
The 15. Dito.			
24.) gl. 10080. for 4. Barrels received of him in barter, weighing Netto 560. lb. at 18. gl. *per Centum*, is	10080	—	—

XUM

AMPHITHALAMI,

OR, THE

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ACCOUNTS,

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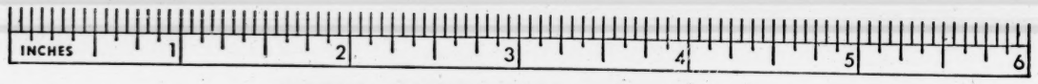

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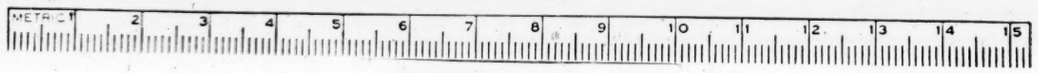

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AMPHITHALAMI,

OR,

The Accountants Cloſet:

Being an Abridgment of

MERCHANTS-ACCOUNTS

Kept by *Debitors* and *Creditors*;

Exactly and accurately ſhewing how to order, ſtate and keep Accounts, either of a publick Farm, or private Eſtate, into a ſingle Book, without a Memorial, and Journal, or Annal, whereby Calculation may be made at pleaſure of the Advance or Arrear, Gain and Loſs, of the whole Stock and Architecture.

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Digeſted into Two Parts.

The Firſt whereof is called LITERA *A*.

Invented and Compoſed by *ABRAHAM LISET*, Gent.

LONDON,

Printed by *Miles Fleſher*, for *Robert Horne* at the South entrance of the *Royal Exchange*, 1684.

1658		*Wares* for account of Mr. *Good-trade* of *Dantzick* are *Debtor.*	*folio*	li.	s.	d.
March.	26	To *Caſh* li. 243. 8. paid Fraight and Average of the Sea to Shipper *Wildfangh* for 500 barrels of Pot-aſhes at 1 Rixdoller *per* piece is Rixdollers 500 and Average 50 Rixdollers at 4½ s. ſterling *per* Rixdoller is together li. 123. 15 s. and for the Cuſtome of 2500 weight rated at 16 s. 8 d. *per Cent.* is 12 pence of 20 ſhillings, li. 104. 3 s. with other Charges and Expences, as Carriage, Ware-houſe and the like, as by a Note li. 15. 10. marked as in the margent, and numbred from 1 till 500 —	14	243	8	—
A*L	30	To *Caſh* li. 262. 11. 11. paid Fraight unto Shipper *Cock* of the *Charitie* for 2000 quarters of Wheat at 20 s. *per* Laſt or 10 quarters is 200 li. and for Fee 40 Rixdollers at 4½ s. *per* Rixdoller is 9 li. as alſo for Subſidue and Cuſtome 5 *per Cent.* rated at 6 s. 8 d. the quarter l. 33. 6 s. 8 d. with other Charges and Expences, as Granary, Carriages, Workmen and the like, according to a Specification li. 20. 5. 3. —— ——	14	262	11	11
April.	18	To *Goods* and *Commodities* for my account li. 1781. 5 s. for 40 pieces of long Woollen Cloth, ſent unto Mr. *Good trade* of *Dantzick* by Shipper *Andrews Jurgen* of the Ship called the *Sirene*, upon his order and deſire Pack'd up in 2 Balls, ſigned as in the Margent, and numbred 1.2. containing 20 pieces of Black 1150 yards 10 pieces of Red 600 yards, and 10 pieces of Triſtamin 625 yards, together 2375. at 15 s. ſterling *per* yard, amounts to--	26	1781	5	—
G*T	—	To *Caſh* li. 27. 10. for Charges and Expences had about thoſe two Balls of Cloth, for Package and Carriage, l. 4. 10. Subſidue and Cuſtome at 1 d. farthing the pound weight weighing 4000 pounds, li. 22. 10. for Charter-parties and Bills of Lading to the Notary 10 s. together is —— ——	14	27	10	—
Auguſt.	15	To *Caſh* li. 2000. remitted by his order unto Mr. *Le Conto* at *Hamburgh*, payable at 2 Uſance, and 37 s. 7 d. Flemiſh *per* li. ſterling by Mr. *Bickell* paid unto Mr. *Boſton* for double Bills of Exchange —— —— —— ——	14	2000	—	—
November.	31	To *Gain* and *Loſs* li. 145. 1. 7. for Proviſion of 6750. li. at 2 *per Cent.* for ſelling of all theſe Wares li. 135. for Courtage, Poſtage and Brokerage li. 10. 1. 7. —— —— ——	36	145	1	7
December.	2	To *Caſh* li. 2290. 6. 6. paid unto Mr. *Peter Equal* for his Bills of Exchange at double Uſance payable unto Mr. *Good-trade*, or order remitted *per Amſterdam* unto Mr. *Innocent* at 37 s. 4 d. by Mr. *Momber* —— —— —— ——	42	2290	6	6
				li. 6750	3	—

1658		*Creditors.*	*folio*	28	li.	s.	d.
April.	1	By *Cash* li. 1028. 4. for 100 barrels of Pot-ashes sold unto Mr. *Freeman*, weighing 54 *Centos neat* at 41 s. the hundred weight ready money is — — — —		13	1028	4	
May.	2	By *Cash* li. 400. for 500 quarters of Wheat sold unto Mr. *Miller* at 16 s. *per* quarter comes to — — —		13	400	—	
	17	By *Cash* li. 1028. 4. for 100. barrels of Pot-ashes sold unto Mr. *Glasier* weighing 504 *Cent. neat* at 41. s. the hundred weight *contant* — — — —		13	1028	4	
June.	9	By Mr. *Andrews* Baker l. 850. for 1000 quarters of Wheat at 17 s. *per* quarter payable within 6 months time, and putting in sufficient security for the Sum of — — —		37	850	—	—
	12	By Mr. *Andrews* Baker l. 533. 4. for 50 barrels of Pot-ashes weighing 248 *Centos neat* at 43 s. the hundred weight, payable within 6 months time, and giving security thereof —		37	533	4	—
July.	21	By *Cash* li. 514. 2. for 50 barrels of Pot-ashes sold unto Mr. *Freeman*, weighing 252 *Centos neat* at 41 s. the 100 weight *contant*--		13	514	2	—
August.	8	By *Cash* li. 984. for 100 barrels of Pot-ashes sold unto Mr. *Potter*, weighing 492 *Cen. neat* at 40 s. the hundred weight ready money — — — —		13	984	—	—
September.	14	By Mr. *Andrews* Baker li. 400. for 500 quarters of Wheat at 16 s. *per* quarter, payable on the 14*th* of *November* next coming, having given good security of it — — —		37	400	—	—
October.	16	By *Cash* li. 510. 9. for 50 barrels of Pot-ashes sold unto Mr. *Potter*, weighing 249 *Centos neat* at 41 s. the hundred weight ready money — — — — —		41	510	9	—
November.	30	By *Cash* li. 502. for 50 barrels of Pot-ashes (being the remnants of 500 barrels) sold unto Mr. *Glasier*, weighing 251 hundred weight *neat* at 40 s. *per Cent. contant* — — —		41	502	—	—
				li.	6750	3	—

1658		*Adventure-land* in *Ireland* is *Debtor.* *folio*	29	li.	s.	d.
March.	2	To the *State* of *England* li. 3000. for 600 Acres of arable ground lying 12 miles from *Dublin* towards *Waterford*, received as Adventurer in part for the 5500 li. money lent them the 25*th* of *March* 1650. upon publick faith, rated at 5 *l. per* Acre, comes to-	8	3000	—	—
May.	10	To Mr. *Honeſt* Steward of the Manors li. 100. for Charges and Expences had about thoſe Landeries, as by his ſpecification delivered —— —— —— —— ——	18	100	—	—
September.	2	To Mr. *Honeſt* Steward of the Manours li. 222. 18. 4. for Charges and Expences had about thoſe grounds ſince *May* laſt, for Banking, Cutting, Mowing, Thraſhing, Carriage and the like, as by his Bill —— —— —— ——	18	222	18	4
December.	2	To *Gain* and *Loſs* li. 332. 15. 8. for ſo much gained by this years improvement of theſe 600 Acres, beſides and above all Charges reduced — — — — — — — —	36	332	15	8
			li.	3655	14	—

The Nature of this account is altogether according to thoſe of the Manors of ſeveral Goods or Houſes, differing onely in that you had thoſe Lands from the *State* in part of payment for the Debt and parcel they did owe to the *Stock*, as being contracted and purchaſed by it after that account was ſtated: and whereas the Manours and Goods or the Debt of the *State* are parcels of your *Stock*, ſo likewiſe theſe Lands deriving from the latter as aforeſaid, muſt needs be a parcel of that account, and by this means Center to the *Stock*, in regard it takes its value from thence, and conveighs it higher to a particular account, as it doth to the *State* of *England* in conſideration of 600 Acres of ground, or 3000 li. ſterling principal, for payment in part of a greater ſum they did owe unto you. Now after purchaſe, as the benefit and improvement thereof will be altogether for your own Uſe, or thoſe you ſhall pleaſe to appoint, ſo you will be carefull to keep punctual account of all Charges and diſburſements about thoſe Lands, and charge them from time to time upon theſe grounds, ſtill giving ſo much Credit unto the party from whence at firſt they went out by your order and direction; and ſo in proceſs of time as you get any money or profit by the Growth, Fruits or Harveſt of theſe grounds, you are to Credit this Account, and charge the partie that received it by your appointment, for the ſame conſideration, to the end that by

1658		*Creditor.*	*folio*	30	li.	s.	d.
September.	3	By Mr. *Honeſt* Steward of the Manours li. 600. 4. for the Increaſe and proceed of this Land received this Harveſt, as by his account and ſpecification, for Wheat, Rie, Barlie and Paſture of Cattel —— —— —— ——		17	600	4	—
November.	5	By Mr. *Honeſt* Steward of the Manours li. 55. 10. for Graſs, Hay, and Fruits ſold of theſe Grounds, as by his Bill delivered —		17	55	10	—
December.	31	By Balance L^a A. li. 3000. for tranſport of theſe 600 Acres upon a new account and volume *Litera* B. —— ——		43	3000	—	—
					li. 3655	14	—

by reducing the Charges and Expences from the Increaſe and Revenue, the proceed and ſurplus may be put to the account of Gain and Profit, as received ſo much more than paid in conſideration of the ſame account: Ever excepting the primitive worth for the Balance in the future as long as it is in being, and your poſſeſſion; but in caſe of ſelling it for ready money, or changing it for other goods, then inſtead of the balance, the Caſh, Purchaſor or Parcel of Goods you did get in Exchange thereof is to poize and balance it, as being charged for the ſame conſideration upon its particular account, and ſo by this means one as it were riſeth, groweth and liveth as a member, whilſt the other is cut off, falls and dieth as a limb to and by the ſtock or body thereof.

1658		The *Farmery* of *Pay-well* is *Debtor.* *folio*	31	li.	s.	d.
March.	25	To the *State* of *England* li. 5000. for ſo much to be paid within 5 years in equal portion with 200 li. Intereſt *per annum* by the Farmer thereof Mr. *Nimble*, as he ſhall receive it from the Tenants and Inhabitants, by virtue of a Letter Patent bearing *Weſtminſter* the 20. of *March* 1658. that is to ſay, every year 1200 li. Principal and Intereſt —— —— ——	8	5000	—	—
December.	30	By *Gain* and *Loſs* li. 200. for Intereſt according to allowance of the *State*, beſides li. 1000. received this firſt year in payment of the Principal —— —— —— ——	36	200	—	—
				li. 5200	—	—

Concerning accounts of Farmeries, Security or Pawn-land, as the ſtem thereof is to be charged to the Original and Root by which it firſt did grow to be a parcel of your eſtate, and the conditions, as the vertue or marrow, thereof are ſpecified and expreſſed in plain terms, according to the Tenour of agreement made with the parties from whom you had the ſame; ſo thoſe fruits which from time to time you reap, and get according to the vertue and goodneſs of this Tree, by the Farmer, Steward or Party authorized to that purpoſe, are to be brought in Credit upon this account, and charged again either unto *Caſh* or the Party that received them by your appointment, who, if you ſhall deſire or ſee cauſe, is to give you an account of it, or bring in the money to your *Caſh* again: if punctual payment be made by the Farmer, then the firſt year $\frac{1}{5}$, the ſecond $\frac{2}{5}$, and ſo every year a fifth part will be deducted of the Principal, and inſtead of the Farm or 5000 li. ſecurity you will find at the expiration of thoſe 5 years 6000 li. ready money in your *Caſh*, without the improvement that can be made in the mean time by thoſe moneys received in part.

1658.		*Creditor.*	*folio*	li.	s.	d.
May.	1	By *Cash* li. 300. received of Mr. *Nimble* the Farmer of this Farmery, by virtue of a Letter Patent from the *State*	13	300	—	—
August.	2	By *Cash* li. 200. received of the said Farmer Mr. *Nimble*, upon account in part as before	13	200	—	—
September.	8	By *Cash* li. 100. received as before	41	100	—	—
October.	30	By *Cash* li. 300. received as before	41	300	—	—
November.	15	By *Cash* li. 50. received more as before	41	50	—	—
.	20	By *Cash* li. 50. received more as before	41	50	—	—
December.	2	By *Cash* li. 100. received more as before	41	100	—	—
.	20	By *Cash* li. 70. received more as before	41	70	—	—
.	25	By *Cash* li. 30. received more as before	41	30	—	—
.	31	By *Balance* L[a] A. li. 4000. for transport of this account upon a new Book, L[a] B.	43	4000	—	—
				li. 5200	—	—

It is also to be observed, that this Farmery hath been assigned unto you by the *State* in consideration of 5000 l. sterling Principal, with condition to pay you the same within five years time and with 200 li. Interest *per annum*, in equal portions, that is to say, every year 1200 l. payable on such or such certain days by their respective Farmer or Commissioner: which having received, you are to charge *Cash*, and credit this account for the same 1200 li. as received in part of 5000 li. Principal, withall charging this account with the 200 li. Interest comprehended in the 1200 li. received, and to give credit for so much to the account of *Gain*; and so it will appear that at the expiration of the first year there hath been paid to you or your Assignee 1000 li. upon account of 5000 li. Principal, and 200 li. upon account of 1000 li. Interest or *Gain*, whereof you are fully to be paid within 4 years more.

1658.		The High and Mighty, the *Lords States* *folio*	33	li.	s.	d.
December.	30	To *Gain* and *Loſs* li. 1620. for 12 months allowance by virtue of a Commiſſion received of their Lordſhips, dated at the *Hague* the 28*th* of *December* 1657. at 20 Rixdollers *per diem*, and 30 days *per menſem* in the quality as reſident in ordinary, is Rixdollers 7200 at 4 s. 6 d. *per* piece, comes to — ——	36	1620	—	—
		Whereof all Charges and Expences are to be defrayed and diſburſed.	li.	1620	—	—

Note, That this account ſerveth but for a publick Miniſter or Agitator of a foreign Prince or Lord, but may be of great uſe and benefit towards the ordering of his Domeſtick affairs and concernment, receipts and diſburſements; for in comparing but his diſburſments at any time with this account, he very eaſily can make calculation, how much he may enlarge his Train, or reduce his Charges and Expences, and ſo reform and order things accordingly, as he ſhall ſee cauſe.

1658

Mr. *Edward Holt* is *Debtor.*

March.	27	To *John Faithfull* Steward of the Houſhold li. 50. for ſo much paid him upon account, as by acquittance —— ——	16	50	—	—
April.	4	To the ſame Steward li. 100. paid him more as before by my order, as by his acquittance —— —— —— ——	16	100	—	—
September.	20	To the ſame Steward li. 50. for paid him by my order upon his account more in part as before — —— ——	16	50	—	—
November.	30	To the ſame Steward li. 110. 18 s. for paid him by my order, in full of all his Bills delivered —— —— ——	16	110	18	—
			li.	310	18	—

In this manner of account for the Taylor you may keep if you pleaſe all other accounts of Baker, Brewer, Butcher, Shoemaker, Vintner, Grocer and the like, that give any Credit towards defraying of your Charges and Expences, crediting them from time to time for the things you had of them by your appointment, according to their bills examined and approved; and if you ſee cauſe to pay them any thing at their requeſt or by your own accord, cauſe it to be paid unto them by your Steward or Attorny, then you may charge their account, and credit *Caſh* or the Partie that paid it for the ſame ſum of money.

1658		of the United *Netherlands* are *Creditors.* *folio*	34	li.	s.	d.
January.	5	By *Caſh* li. 500. remitted hither from *Amſterdam* by the Treaſurer of the Exchequer Mr. *de Geer*, by their Lordſhips order, towards defraying of Charges in a Commiſſion received here in *England*, at 20 Rixdollers allowance *per diem*; I ſay received in part of Mr. *de Viſher* —— —— ——	13	500	—	—
May.	27	By *Caſh* li. 200. remitted as before, for part of my allowance received of Mr. *Books* —— —— —— —— ——	13	200	—	—
July.	31	By *Caſh* li. 450. received as before of Mr. *Peter de Putt* ——	13	450	—	—
September.	6	By *Caſh* li. 300. received more as before of Mr. *Corſelis* ——	13	300	—	—
December.	1	By *Caſh* li. 170. received more as before of Mr. *William Boeve*, in full of a years allowance —— —— ——	14	170	—	—
			li.	1620	—	—

But in caſe ſuch publick Miniſters receive Commiſſions, as uſually it is done, concerning Trade of other private Men, then I ſhall refer them to the accounts of the Factors, Wares, Commodities and Bills of Exchange, where they will be ſatisfied more at large.

1658

Creditor.

January.	19	By *Charges* and *Expences* li. 20. 19. 10. for 3 Suits of my Sons, as by his Bill delivered —— —— —— —— ——	21	20	19	10
February.	2	By *Charges* and *Expences* li. 31. 18. for mourning Suits and Coats of my 5 Servants, Pages and Foot-men, as by his Bill delivered—	21	31	18	—
March.	7	By *Charges* and *Expences* li. 112. for the Liveries of 6 Perſons in mourning, as by his Bill delivered —— ——	21	112	—	—
June.	27	By *Account Particular* li. 17. 14. 10. for a black Suit of fine Holland-cloth for my ſelf, as by his Bill —— —— ——	19	17	14	10
Auguſt.	29	By the ſame Account li. 15. 5. 4. for a French Suit, as by his Bill, being for my own uſe —— —— ——	19	15	5	4
October.	26	By the ſame Account li. 113. for 2 Suits, *viz.* one of gray Cloth at 17 li. and another laced with Gold at 96 li. as by his Bill delivered —— —— —— —— —— —— ——	19	113	—	—
			li.	310	18	—

ever obſerving at the receipt of any thing from them that you credit their account by the very cauſe and end it is intended and uſed, as are *Charges* and *Expences*, *Account Particular*, or any other Account whatſoever, which accordingly you are to charge for the ſame conſideration; and if paid, then charge their Particular Account, and credit the Party that paid it by your appointment in the ſame manner and conſideration.

1658		*Gain* and *Loſs* is *Debtor.*	*folio*	li.	s.	d.
February.	7	To ſeveral *Ships* at Sea li. 5700. for the loſs of the *Fortune* taken in her voyage to the *Levant* by the Spaniards, valued li. 4500. and for Charges and Expences had by Mr. *James Truſty* at *Dover* Factor to fit her out li. 1200. as by his account, ſee *folio* —	12	5700	—	—
March.	25	To Sir *John Ireland* Knight li. 60. for a years Intereſt of li. 1000. Principal at 6 *per Centum* — — — —	4	60	—	—
October.	1	To *Account Particular* l. 50. for two Stone-Horſes preſented unto the Lord N. N. — — — — —	20	50	—	—
November.	10	To Mr. *Honeſt* the Steward of the Manours li. 182. 15. 8. for ſeveral Houſhold-ſtuff and Proviſion, with other Expences, as alſo for a years Wages at 100 li. — — —	18	182	15	8
December.	30	To *John Faithfull* Steward of the Houſhold li. 100. for his yearly allowance — — — — — — — —	16	100	—	—
	—	To *Charges* and *Expences* li. 3937. 3. 10. paid and laid out this year about my Houſe-keeping, and defraying of my domeſtick occaſions — — — — —	22	3937	3	10
	31	To the *Stock* li. 11928. 12. for the proceed of this account, being the improvement of the *Stock* this year, gained by the bleſſing of God beſides and above all Charges and Expences already reduced — — — — —	2	11928	12	—
				li. 21958	11	6

Concerning this account of *Gain* and *Loſs* there were much to be ſpoken of it, ſeeing it one of the chief and principal Pillars that ſupporteth the whole Architecture, beautifieth and adorneth the entire Body, and is as it were the onely Soul and Life thereof, and the ſole exaltation of this *Amphithalami* and Myſtical Art: but to be brief, I ſhall but ſay that the *Debet* thereof referreth to the *Loſs*, and the *Credit* referreth to the *Gain* of the *Stock*, ſeeming as it were to have a nigh coherence and ſympathy with the nature of the Original or Hebrew-tongue, that bends it ſelf from the Right Hand towards the Left; and therefore is to be noted, when you loſe any thing by any of the ſeveral accounts within your Book, as the ſame Loſs will appear in the *Credit* of that account, ſo by conſequence it muſt be viſible in *Debet* of this account; and to the contrary, when you gain or advance any thing by any of your ſeveral accounts, as the ſame Gain or Profit will be apparent in the *Debet* of that account, ſo it needs muſt be viſible in *Credit* of this account: and for which cauſe as your Books are kept punctual, and you being curious to know from time to time what you did gain and advance with your *Stock* beſides and above all Charges and Expences, you need but take a ſmall piece of Paper and draw the total Sum of this account, and then reduce both Loſs and Expences from Gain, the ſurplus or proceed of Gain will be the Increaſe and augmentation of the *Stock*, which will be found and perceived in the virtue and ſtrength of the ſeveral parcels and members thereof, centring in their operation to *Caſh* as the heart and nouriſhment of thoſe members, and altogether concurring and adminiſtring to the entire body the *Stock*.

1658		*Creditor.*	*folio*	li.	s.	d.
February.	6	By *Goods* and *Commodities* for my particular account li. 80. 16. for advance of 100 laſt Pitch and Tarr —— ——	25	80	16	—
March.	25	By Sir *Thomas Vincent* Knight li. 30. for a years intereſt of 500 li. principal at *6 per Centum* —— —— ——	3	30	—	—
·	—	By the *State* of *England* li. 2640. for 8 years intereſt of li. 5500. Principal at *6 per Centum* —— —— ——	7	2640	—	—
·	30	By the *Manor* and *Forreſt* of *Increaſe* li. 100. for a quarter years improvement thereof —— —— ——	7	100	—	—
April.	5	By ſeveral *Goods* and *Houſes* l. 2030 for Leaſe and Revenues received thereof —— —— —— ——	9	2030	—	—
June.	31	By the *Manor* and *Foreſt* of *Increaſe* li. 100. for a quarter years improvement and profit —— —— ——	7	100	—	—
July.	2	By the *Manor* of *Speedwell* li. 250. for 6 months improvement and profit —— —— —— ——	5	250	—	—
September.	8	By *Goods* and *Commodities* for account particular li. 396. 3. 2. for advance of 100 pieces of woollen Cloth —— ——	25	396	3	2
·	30	By the *Manor* and *Foreſt* of *Increaſe* li. 100. for a quarter years improvement and profit —— —— ——	7	100	—	—
November.	2	By *Account Particular* li. 180. for a Chain of Gold with a medal of his *Highneſs* Effigies, as a Preſent —— —— ——	19	180	—	—
·	31	By *Wares* for account of Mr. *Goodtrade* li. 145. 1. 7. for Proviſion, Courtage, and Port of Letters —— —— ——	27	145	1	7
December.	2	By *Adventure-land* in *Ireland* li. 332. 15. 8. for this years improvement and advance —— —— —— —— ſee *folio*	29	332	15	8
·	—	By ſeveral *Goods* and *Houſes* li. 805. for this years improvement, Rent and Revenues, gained —— —— ——	9	805	—	—
·	21	By ſeveral *Ships* at *Sea* li. 12240. for this years adventure and gain by them made in their ſeveral Voyages and Prizes at *Sea* --	11	12240	—	—
·	27	By Bills of Exchange l. 358. 15. 1. for advance ſince *September* laſt--	39	358	15	1
·	30	By the *Manour* and *Foreſt* of *Increaſe* li. 100. for a quarter years improvement gained and advanced —— ——	7	100	—	—
·	—	By the *Farmery* of *Paywell* li. 200. for a years Intereſt of 5000 li. according to allowance of the *State* —— ——	31	200	—	—
·	—	By the *Lords States* of the united *Netherlands* li. 1620. for a years allowance, as by a Commiſſion from their High and Mighty Lordſhips, dated at the *Hague* the 28*th* of *December*, 1657 ---	33	1620	—	—
·	31	By the *Manour* of *Speedwell* li. 250. for half a years improvement gained and advanced — —— —— ——	5	250	—	—
			li.	21958	11	6

1658		Mr. *Andrews* Baker is *Debtor.*	*folio*	li.	s.	d.
June.	9	To *Wares* for account of Mr. *Good-trade* of *Dantzick* li. 850. for 1000 quarters of Wheat at 17 s. *per* quarter, payable within 6 months time, having given ſufficient ſecurity thereof —	28	850	—	—
	12	To the ſame account l. 533. 4. for 50 barrels of Pot-aſhes, weighing 248 *Centos neat* at 43 s. *per Centum*, payable according to the 1000 quarters of Wheat — — —	28	533	4	—
September.	14	To the ſame account li. 400. for 500 quarters of Wheat at 16 s. *per* quarter, payable on the 14*th* of *November* next coming, having given good ſecuration thereof — —	28	400	—	—
			li	1783	4	—

Note, That this Baker bought ſuch and ſuch a parcel of Wares or Commodities from you, upon condition to pay it within the ſpace of a limitted time, and therefore becomes in the mean time a lawfull Debtor unto you untill payment be made, and then is of right to be credited for ſo much paid either in part or in full, untill altogether be diſcharged and the account finiſhed. Theſe Wares now as they are put here to his Charge, ſo upon its proper account *folio* 28. (as you are to ſpecifie within the two ſecond lines on the page where that Account or Creditor of ſuch a parcel is to be found) they muſt ſtand credited for the ſame parcel, as being alienated and ſeparated from the reſt ſtill in being of theſe Wares, to the end you may ſee at any time by this account how much is ſold or remaining of it without going to the Warehouſe or weighing and removing them over again, and ſo make calculation or draw accounts when you pleaſe: and ſeeing ſuch account, as this is one, ſerving chiefly for memory ſake, to ſee withall what Wares they had of, and when they will be paid unto you, to the end you may govern your ſelf according to your other occaſions at the prefixed time of receipt thereof: as alſo to have a neceſſary Debtor unto that parcel of Wares ſo alienated and ſeparated from the reſt of that account credited in your Book as for *Gain* or *Loſs*, hath no reference to ſuch Debtors if they be punctual of time and payment, that being comprehended by the other account of Wares or the Creditor thereof, unleſs there ſhould appear ſome neglect or defect.

1658.		*Creditor.*	*folio*	li.	s.	d.
November.	10	By *Caſh* li. 850. for 1000 quarters of Wheat at 17 s. *per* quarter, as in Contra paid this day —— —— —— ——	41	850	—	—
•	13	By *Caſh* li. 400. paid in part upon account for the 50 barrels of Pot-aſhes on the other ſide —— —— —— ——	41	400	—	—
•	15	By *Caſh* li. 133. 4. paid in full of the ſaid Pot-aſhes due on the 12 of this Inſtant Month paſt — — —— ——	41	133	4	—
•	20	By *Caſh* li. 200. paid in part of the 400 li. for 500 quarters of Wheat at 16 s. in the Contra —— —— —— ——	41	200	—	—
•	24	By *Caſh* li. 200. paid in full of all accounts and demands to this day — —— —— —— —— —— ——	41	200	—	—
			li	1783	4	—

defect either in agreement and payment, or in the Wares and Commodities. In which caſe Agio or Intereſt may be added unto, or elſe Tarra and Rabat be reduced from the parcel of money or Commodity (for which he ſtands indebted) as Principal Creditor to your Book, under the name and title of *Gain* and *Loſs*. To ſum up all together in one, he is a Debtor to Wares for ſuch a Conſideration, and at the time of punctual payment he is a Creditor by Caſh; whereas to the contrary Wares becomes a Creditor by, and Caſh a Debtor to him.

				li.	s.	d.
January.	32	To Mr. *James Truſty* li. 2400. for ſeveral double Bills, (as *primo* and *ſecundo*) which he drew upon Mr. *Alonſo*, being together 12000 Ducatoons of *Venice* at 48 pence ſterling *per* Ducat or 24 great current of *Venice*, payable at uſe unto my order, which Bills I endorſed and aſſigned to be paid unto Mr. *Bernardo*, with order to reduce his charges and proviſion thereof, and to remit the Proceed unto *Mr. Carvaſal* at *Naples* according to the courſe of Exchange, which was performed as followeth--	24	2400	—	—
		Alonzo paid unto *Bernardo* the 20*th* of *October* Ducatoons 12000				
		Bernardo reduced his proviſion at $\frac{1}{2}$ *per Cent.* is 60 Ducatoons, with Courtage and Poſtage 2 Ducatoons, together 62 Ducatoons — 62				
		Reſting Ducatoons 11938				
		which proceed of Ducatoons 11938.				
		Bernardo at *Venice* remits unto *Carvaſal* at *Naples* the 21 of *October* payable at ſight 101 Ducatoons, for 100 Ducatoons at *Naples*, with order to reduce his Charges, as alſo proviſion, and to remit the proceed and Balance thereof unto my ſelf or order and Aſſigns, according to the courſe of Exchange, which being done as followeth,				
		Carvaſall at *Naples* received of *Dandallo* at *Naples* (for the draught of *Eleazer* of *Venice*) being remitted by *Bernardo* of *Venice* as aforeſaid the 30 of *October*—Ducatoons 11819. 80				
		Reducing for Port of Letters and Courtage Ducatoons 12. 20 Granos, and for his proviſion $\frac{2}{3}$ *per Centum*, Ducatoons 81 — 93. 20.				
		Reſting Duc. 11914				
		which proceed of Ducatoons 11914.				
		Carvaſal paid unto *Faukon* at *Naples* the 1 of *November*, for double Bills of Exchange, payable by Mr. *Guner* of *London*, at uſance unto my ſelf or order at 68 d. *per* Ducat or 100 Granos, which Bills he remitted hither as in the Contra received.				
December.	25	To *Caſh* li. 3284. 7. 7. paid for the draught in the *Credit* unto Alderman *Sidenham* for 10354 Crowns at 83 d. Sterling drawn by *Olimphas* of *Genua* the 25 of *November* at *Uſo valuta*, received of *Torquano*	42	3284	7	7
	26	To *Caſh* li. 7. 10. paid during this intercourſe of theſe Bills, for Courtage, Poſtage and other Charges from the 20 of *September* untill now	42	7	10	—
	27	To *Gain* and *Loſs* li. 358. 15. 1. for advance of thoſe Bills ſince *September* laſt, gained by the bleſſing of God	36	358	15	1
			li.	6050	12	8

1658		*Creditors.* *folio* 40	li.	s.	d.
September.	20	By *Caſh* li. 2675. for 12000 Ducatoons drawn upon *Fernando Horacy* of *Lisbone* in ſeveral Bills at 53½ d. ſterling for a Ducat or 400 Reals current money, payable at uſe unto the order of *John Kernell*, (who paid it this day here in *London*) with order unto the ſaid *Horacy*, to add his Charges and proviſion thereunto, and to draw the Totals upon Mr. *Laurence Maſanelo* of *Sevile* according to the courſe of Exchange, which was done as followeth, *Horacy* in honour of the Bills paid unto the order of *Kendall* at *Lixa* the 22*th* of *October*. — Ducatoons 12000 adding thereunto for Courtage and Port of Letters Ducatoons 10. and for his Proviſion ½ *per Centum* is 40 Ducatoons, together —— —— Ducatoons 50	41	2675	—	—
		Total Ducatoons 12050 which total ſum *Horacy* of *Lixa* draws upon *Maſanelo* of *Sevile*, the 23*th* of *October* at 100 Ducatoons of *Lixa* for 100 Ducatoons in *Sevile*, payable at 3 days ſight unto the order of *Palavicini*, with order to add his Charges as alſo Proviſion, and to draw the total of theſe moneys paid upon *Nicolas Olimphas* of *Genua*, according to the courſe of Exchange, the value he having received of *Palavicini*, which was done as followeth. *Maſanelo* of *Sevile* in honour of the Bills paid unto the order of *Palavicini* the ſaid total ſum drawn upon him by *Horacy* of *Lixa* the 13 of *November* —— Ducatoons 11036.346 adding thereunto for Courtage and Poſtage 11 Ducatoons, as alſo for Proviſion ⅔ *per Cent.* is Ducatoons 48. 75 Marvados, 375 being a Duc. is together — — — — Ducatoons 59.75				
		Total Duc. 11096.46 which total ſum of Duc. 11096. 46. according to order *Maſanelo* of *Sevile* draws upon *Nicolas Olimphas* of *Genua*, at 442 marvados of *Sevile* for a Crown or 68 ſols of *Genua*, payable at 4 days ſight unto the order of *Richardo*, with order to add his Charges and Proviſion, and to draw the total upon my ſelf or order of *London*, according to the courſe of Exchange, *Valuta* received of *Richardo* at *Sevile*. *Nicholas Olimphas* of *Genua* in honour of thoſe Bills paid unto the order of *Richardo* at *Genua* as aforeſaid the 24 of *November* —— Crowns 9416. 26 adding for Courtages and Proviſion — Crowns 80. 42				
		Total Crowns 9497.— which total ſum of Crowns 9497. (according to order received) *Olimphas* of *Genua* draws upon me the 25 of *November* at 83 d. ſterling *per* Crown, payable at uſe unto Alderman *Sidenham*, *Valuta* received at *Genua* of *Torquano*.				
December.	3	By *Caſh* li. 3375. 12. 8. received for the remiſs of Mr. *Truſtie's* Bills of Exchange, payable by Mr. *Guner* of *London*, made by *Faukon* at *Naples* the 1 of *November*, at *Uſo valuta* received of *Carvaſal* who remitted them hither, as in the *Contra*, Ducatoons 11914. at 68 d. *per* Ducat —— —— ——	41	3375	12	8
			li.	6050	12	8

1658		*Caſh*, (under the Cuſtody of Mr. *Rich. Gold-coin* in *Lombard-ſtreet* Jeweller) *is Debtor. fol.*	41	li.	s.	d.
September.	7	To tranſport of *folio* — — — — — — —	13	18871	—	2
.	8	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer by order of the *States* — — — — —	32	100	—	—
.	20	To *Bills* of *Exchange*, received of *John Kernel* for a draught of *Lisbona* of 12000 Ducatoons at 53½ d. — — —	40	2675	—	—
October.	16	To *Wares* for account of Mr. *Good-trade*, received of Mr. *Potter* for 50 Barrels of Pot-aſhes — — — —	28	5109	—	—
.	30	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer by order of the *States* — — — — —	32	300	—	—
November.	2	To *James Truſtie* of *Dover* Factor, received of Mr. *Ludewick* by his order, and for his account — — — —	24	420	15	8
.	4	To *Account Particular*, received of Mr. *Boon-companion* for money lent him — — — — — —	20	50	—	—
.	10	To *Andrews* Baker, received for 1000 quarters of Wheat ſold 6 months agoe — — — — — —	38	850	—	—
.	13	To the ſame Baker, received in part for 50 Barrels of Pot-aſhes ſold 6 months agoe — — — — —	38	400	—	—
.	15	To the ſame Baker received in full of the ſaid 50 Barrels of Pot-aſhes	38	1334	—	—
.	—	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer by order of the *States* — — — — —	32	50	—	—
.	20	To the ſame Account, received as before — — — —	32	50	—	—
.	—	To *Andrews* Baker, received in part for 500 quarters of Wheat ſold the 14*th* of *September* — — — — —	38	200	—	—
.	24	To the ſame Baker, received in full of his account — — —	38	200	—	—
.	30	To *Wares* for account of Mr. *Good-trade*, received of Mr. *Glaſier* for 50 Barrels of Pot-aſhes — — — — —	28	502	—	—
December.	1	To the *Lords States* of the united *Netherlands*, received in full of a years allowance of Mr. *Boeve* — — — —	34	170	—	—
.	3	To *Bills* of *Exchange*, received of Mr. *Guner*, for a Bill remitted from *Naples* by *Carvaſal*, 11964 Duc. at 68 d. — — —	40	3375	12	8
.	5	To ſeveral Ships at Sea, received for prize goods — — —	12	6000	—	—
.	—	To the *Farmery* of *Paywell*, received of Mr. *Nimble* the Farmer of this *Farmery* by order of the *States* — — —	32	100	—	—
.	20	To the ſame Account received as before — — — —	32	70	—	—
.	23	To *James Truſtie* of *Dover* Factor, received of Shipper *Hill* for his account ſent hither — — — — — —	24	4500	—	—
.	25	To the ſame Account, received as before, in full for a years allowance from the *State* — — — — —	32	30	—	—
.	28	To the ſame Factor, received of Mr. *Boeve*, for his account —	24	1259	8	—
			li.	40817	9	6

This Account being the onely Arteries, Wheels and Veins of the whole Body and Stock is by no means to be idle, but ought to be ever at Work and Motions, either by one improvement or other, which you think moſt advantageous and conducible to your good and profit; in as much as in things ſpiritual true faith muſt ever be at Motions by Work and Charity, *&c.* and yet as it is not Work but free Grace that cauſes Salvation, ſo it is not *Caſh* it ſelf but *Credit* that is occaſioned by it, which cauſeth Profit and Satisfaction. And thus having a full or experimental underſtanding, and quick inſight

1658		*Cash* is *Creditor.*	*folio*	42	li.	s.	d.
September.	7	By Transport of *folio* —— —— —— ——		14	13537	10	5
	8	By *Goods* and *Commodities*, paid for Charges and Expences of 100 pieces of Woollen Cloth — — — —		25	20	—	—
November.	11	By Mr. *James Trusty* of *Dover* Factor, paid for Charges and Expences about a Pack of Cloth — —— ——		23	20	15	8
	18	By *Faithfull* Steward of the Houshold, paid for defraying of my Domestick affairs and Charges —— —— ——		15	1348	4	—
December.	2	By *Wares* for account of Mr. *Good-trade*, paid unto Mr. *Equal* for double Bills of Exchange remitted to *Amsterdam* ——		27	2290	6	6
	25	By *Bills* of *Exchange*, paid unto Alderman *Sidenham* for a draught of *Genua* of 10354 Crowns at 83 d. —— ——		39	3284	7	7
	26	By the same account, paid for Charges and Expences during the intercourse of the said Bills —— —— ——		39	7	10	—
	31	By *Balance* L[a] A. l. 20308. 15. 4. for transport of this account upon a new Volume L[a] B —— —— ——		43	20308	15	4
				li.	40817	9	6

insight of things both Spiritual and Temporal, you very easily will set your affairs on wheels and motions, either in one way or other, to the improvement and benefit both of Soul and Body, diligently observing those Rules and Prescripts of the Mind or Sense in the other Members of the Body: in order whereunto Note that *Cash* will be Debtor to all those moneys which at any times are paid by, or received of others and put into it; and that in the contrary, *Cash* will be Creditor for all those monies which at any time are paid by, or received by others, and disbursed out of it: and as *Cash* is now either Debtor or Creditor, then it is to be considered, to or by whom she is occasioned to be indebted or credited, whose account in your Book is to be charged of *Cash* credit, or to be credited of *Cash* Debet, and thither you are to convey the same Sum you have either paid or received for such and such an account, as is here represented, to the *Farmory* of *Paywell*, to *Bills* of *Exchange*, to *Wares*, &c. by *Goods* and *Commodities*, by Mr. *James Trusty*, by *Faithfull* Steward, *&c.* which having performed punctually, you can at any time calculate upon a Paper apart, concerning the Receipts and Disbursements, Increase and Decrease of your *Cash*; and so order and regulate your other affairs and the improvement of the *Stock* according as you shall see cause and need in the Filling, Emptying, Distemper, Cure, Vertue and Credit thereof.

1658		*Balance* L[a] A is *Debtor.*	*folio*	li.	s.	d.
December.	31	To the *Manor* of *Speedwell* within the County of *Suceſſe* ——	6	5000	—	—
.	—	To the *Manor* and *Foreſt* of *Increaſe* in *Somerſet* ——	8	4000	—	—
.	—	To ſeveral *Goods* and *Houſes* lying in and about *London* —	10	15000	—	—
.	—	To ſeveral *Ships* at *Sea*, *viz.* the *Hope* and *Good-adventure* —	12	9000	—	—
.	—	To *Account Particular* —— —— —— ——	20	619	16	8
.	—	To *Adventure-land* in *Ireland* —— —— ——	30	3000	—	—
.	—	To the *Farmery* of *Paywell* —— —— ——	32	4000	—	—
.	—	To *Caſh*, under cuſtody of Mr. *Richard Goodcoin* — ——	42	20308	15	4
			li.	60928	12	—

For underſtanding of the *Balance*, it will be neceſſary that you are quick-ſighted and punctual in your affairs. And firſt, as you have kept your Book in order as is preſcribed, untill either ſuch or ſuch an intended time is expired, or that your Book is filled with Writings, and drawing to a period or Balance, then as you are minded to tranſport thoſe Debtors and Creditors, whoſe accounts do not poize in their own *Debet* and *Credit*, from that Book as Litera A. upon a new Volume as Litera B. you will take a general Survey and Examination of all and ſingular the Accounts in that Book Litera A. contained, whether they are kept punctually from time to time, yea or no, where any neglect or defect appears, which will be diſcovered by the direction of the points in the firſt line, or by comparing the *Debet* with the *Credit* throughout the whole Book, as alſo by the ending time of every page, and the juſt courſe thereof conſidered; beſides that, it may be perceived by thoſe Accounts, Bills, Notes and Certificates of your Debtors and Creditors, which you ſhall find either to be wanting or loſt, or elſe not inſerted and ſtated into their reſpective Accounts of that Book, in which caſe you can eaſily reform defects, and perfect what is amiſs, or add what is wanting: and having done ſo, take a ſheet of Paper, and begin from the firſt account of your Book, and add the ſeveral ſums together, firſt in *Debet*, and then in *Credit*, which total Sum now of them both, either *Debet* or *Credit*, exceeds the other, for ſo much as the proceed or ſurplus will be, you are to Note upon that Paper, as a perfect Liſt of all and ſingular the Debtors on the one ſide,

1658		*Balance* L[a] A. is *Creditor.*	*folio*	44	li.	s.	d.
December.	31	By the *Stock* —— —— —— —— ——		1	60928	12	—

ſide, and on the other page the Creditors; and in ſuch a manner run over the whole Book, from the firſt to the laſt account, leaving thoſe untouched which you ſhall find either ſhut or poized both in *Debet* and *Credit*, onely noting and extracting thoſe whoſe *Debet* ſurpaſſes their *Credit* in number, or whoſe *Credit* exceeds their *Debet*, as aforeſaid. Which being done accordingly, you will ſee whether your Book is kept well yea or no, by the Counter-poizing and comparing of the Total ſum of all the Debtors with the Total ſum of all the Creditors of the whole Book; for if but the leaſt penny ſhould vary in both ſums, your Book could not be accounted juſt and lawfull, untill the Errour or Tranſgreſſion were diſcovered by examining and ſearching it over again, and ſo remedied and corrected. Which having all performed and finiſhed by that ſheet of Paper ſincerely and uprightly, you may confidently goe on in balancing the Book it ſelf, without fearing to commit any farther fault or errour, and ſo Tranſport thoſe Debtors and Creditors from the Balance L[a] A. unto the new Volume L[a] B. placing and diſtributing them according as you ſhall ſee cauſe and convenient, and proceed from time to time in managing and ordering them as you did formerly in the firſt Book, untill that ſecond Book be filled alſo, and then it may be brought to a third as L[a] C. and ſo continued for ever. And thus, if at any time you deſire to ſee the Total Members and Branches of your Stock, and which of them are ſound or corrupt, quick or diſtempered, profitable or unprofitable, perfect or imperfect, Note, thoſe Members or Branches you will perceive and diſcern by the Extract and Account or Balance, which you ſhall draw out of your Book upon a particular Paper onely, for your Rule and Advice in remedying, and curing, or cutting and deſtroying of them.

A further Inſtruction of the Method of this Book kept by *Debtor* and *Creditor*.

HE manner of keeping our Accounts by *Debtor* and *Creditor* is nothing elſe but an Abſtract or Abridgment of that which was firſt deviſed in *Italy*, upon very good conſideration, commonly called *Merchants Accounts*; only with this difference, that whereas the *Italian* alloweth and requireth a Lieger, a Journal and Waſte-book, with ſeveral other Books more, this comprehendeth them all in the Amphithalami or Lieger as amply and circumſtantially as the former three might or could do. Which we may perform in obſerving that every *Debtor* muſt have a *Creditor*, and ſo on the contrary every *Creditor* his *Debtor*: and thus the left ſide of our Lieger-book being open, we take for the *Debtors* ſide, and the right ſide of the ſaid Book, towards our right hand, we take for the *Creditors* ſide; wherein we enter every Account by it ſelf firſt from the parcels of an Inventary as it were of our whole Eſtate under the head of an Account called the *Stock*, referring every parcel or member thereof unto a particular Account of the ſame Lieger, which at any time we may find to correſpond each with other by the direction of the *folio* ſpecified in the latter end of every particular, whereby the *Debtor* ſhews his *Creditor*, and the *Creditor* makes relation to his *Debtor*; which words are not uſed, but underſtood by ſuch a one oweth, and ſuch a one ought to have; not only of Perſons, but of things themſelves. As the great Merchants which buy and ſell many Commodities for themſelves or for others, they will arm an Account, which is the *Spaniſh* Phraſe, *Armar una Cuenta*; but in plain *Engliſh*, They will keep or frame an Account for themſelves, and make their Ware-houſe or Magazin *Debtor*, becauſe the Ware-houſe is truſted with the Wares or Commodities: others (as we have done) will make the Commodities *Debtor*, and their own Capital or Stock *Creditor*. In like manner (becauſe their monies are laid up or locked in a Cheſt which they call Caſh) they will therefore imagin this Caſh to be a Perſon whom they have truſted, and make the ſaid Caſh a *Debtor* for the Mony they put into it; and when they put out that Mony or any part thereof, they will make Caſh *Creditor*, and that party to whom it was paid ſhall be made the *Debtor*; and if he do pay the ſame by your order to another man, he ſhall be made the *Debtor*, and ſo the other is diſcharged and becometh a *Creditor*: and ſo from one to another, until we come to receive the Mony again, and then Caſh is *Debtor* again: for we muſt ſtill have a care to find a *Debtor* to have his *Creditor*, and that every *Creditor* may have his *Debtor*. When more Goods are bought for ready Mony, we make the Account of Goods *Debtor* and Caſh *Creditor*. When Goods are ſold for ready Mony, we make the Account of Caſh *Debtor* and the Goods *Creditor*. When Goods are bought at time, then directly we enter the parcel into the Account of the Goods from the Bill of the Sellers, making them *Debtors*, and the Perſon of whom they are bought *Creditor*. When Goods are ſold at time, then, as afore, we ſtate the parcel in order upon the Account of the Buyer and make him *Debtor*, according to the Invoice and Specification, and in the ſame manner the Goods *Creditor*. If we buy Goods one part for ready Mony, and the reſt at time, then we divide it in two parts, ſtating it firſt to Account of Goods in *Debet* for the whole parcel and ſum, making the Perſon of whom they are bought *Creditor* for the ſame: and then for as much as is pay'd in ready Mony we make the Seller *Debtor* and Caſh *Creditor*. If we ſell Goods part for ready Mony, and part at time, then firſt we make the Perſon *Debtor* (as before *Creditor*) for the whole, and the Goods *Creditor* (as before *Debtor*) and afterwards we make the Caſh *Debtor* for ſo much as we receive in ready Mony, and the Perſon *Creditor* for the ſame Mony. When we have bought any Goods at time, then we enter it according to agreement and the ſpecification as aforeſaid; and if afterwards we ſhould agree with the Seller to pay the ſame before it be due with rebate or

Debitor.
Creditor.
How Parcels are found in the Lieger.
Capita for Stock.
Caſh.
Mony paid.
Mony received.
Goods bought for ready Mony.
Goods ſold for ready Mony.
Goods bought at time.
Goods ſold at time.
Mony paid for Goods before it be due.

discount, then we make the Person *Debtor* to Cash for so much as we pay him, and to Gain and Loss for the rebatement, or allowance for the discount. When we sell Goods in Barter for other Commodities, then we specifie the Goods which we receive accordingly to its account, and make it *Debtor* to the Goods which we deliver, specifying the same in the briefest manner. For the saying is true,

Goods sold in barter for others.

Receive before you write, and write before you pay,
And so a good Account be sure to keep you may.

By which it seemeth that King *Henry* the Eighth his *Jester* had some insight in this manner of Account: for when the *King* told him that he had delivered a good sum of Mony unto a Gentleman, a follower of his, he answered, that for doing so he had noted in his Book that the *King* was a Fool, giving his reason for it, *because the Gentleman would never return back again, and that the* King *was cozened.* But the *King* asking what he would do in case the Gentleman did return with the Mony; thereupon the *Jester* replied, *then I will put him in my Book for a Fool, and put you out.*

It is observable that a man negotiating in this World must trust and be trusted. He that is trusted with any Goods, Monies or other moveable things, is therefore called a *Debitor* or *Debtor* unto the Party that trusteth him therewith, and he calleth that Party his *Creditor*, because he gave him Credit for the same; whereby *Debitor* and *Creditor*, as aforesaid, concurreth between Party and Party. And thus when we have ordered our Lieger from the account of the Stock into several heads, according to the several parcels thereof, giving every parcel a particular account, by which we find every *Debitor* a *Creditor*; then we point such parcels with a point that are so transported from *Debet* to *Credit*, or from *Credit* to *Debet* as aforesaid, and let it stand by it self. But in process of time if we should pay or receive any Monies, buy or sell any Commodities, remit or draw any Bills of Exchange, or otherwise receive any Bills, Invoices, Advice, Accounts, Certificates, Notes, from our Factors, Stewards, Correspondents, Friends, or others with whom we have to deal, either for matter of Mony, as Exchanges, Principals and Charges, paid and laid out, or for Goods and Commodities as aforesaid bought or sold; then instead of a Journal or Memorial we take such Letters of advice, Accounts, Bills, Certificates, Invoices and Notes, and keep them from time to time in safe custody, until we may be conveniently at leisure to enter such original papers, one after another, very orderly and exactly into the Lieger; adding then furthermore as many Heads of Accounts as are necessary, and the *Debitors* and *Creditors* require; which having entred, transported to *Debitors* and *Creditors*, and pointed in the Lieger as aforesaid, we write upon those Letters of advice, Accounts, Bills, Certificates, Invoices, Specifications and Notes, that they are examined and entred on such and such a day, and so lay them up orderly and distinctly, to be at hand if occasion requires. And in this manner we continue until all and every parcel and thing be entred, and then we find the Proceed of Gain and Loss very easily in every Account, by examining and running over the whole Book, by which we can make Calculation and Ballance of our whole Trade and Book at pleasure, as we shall demonstrate more at large. Suppose that a Gentleman of such an Estate and Stock, as is in the first part of this Book *Litera* A. specified, died, leaving behind him a Son and only Heir of all his Estate, who being a young man of Age to manage his own, is desirous to deal in the World by traffick, and trade by buying and selling of Commodities, or to let out his Mony at Use, or by Exchange for other Countries, (unto which three actions we still observe our method, as being the Essential parts of traffick) and thereupon he ballances his Fathers Book and Estate, and endeavours to keep a true Account of all his proceedings and negotiations by way of this manner of Account of his Father, by *Debitor* and *Creditor*, that is to say, to have still a *Creditor* unto a *Debitor*, and a *Debitor* unto a *Creditor*, which must reciprocally answer each other. Now considering of his means for the effecting hereof, he findeth by Ballance La A. that he hath a Manor consisting in two Houses, a Dairy, 1000 Acres of ground, several Meadows, Orchards, Gardens, and 1000 head of Sheep and Cattel, lying within the County of *Sucess* called *Speedwell*, and valued to be worth Principal 5000li. Another Manor and Forrest lying within the Counties of *Somerset* and *Devon* called *In-*

The Method and Manner of this Book.

crease,

creaſe, valued at 4000 l. Principal. Several Goods and Houſes lying in and about *London*, valued according to Inventary and Eſtimation 15000 l. Two good Ships at Sea, the one called the *Hope* mounted with 20 pieces of Ordnance, of about 400 Tuns, valued with all appurtenances to be worth 3000 l. the other called the *Good Adventure* of 600 Tuns and 60 pieces of Ordnance, worth according to Eſtimation 6000 l. Some hundred Acres of *Adventure-land* in *Ireland* worth 3000 l. A Farmory called *Paywell* from the State for 4000 l. *Plate* and *Houſhold-ſtuff* l. 619. 16. 8. and a *Caſh* of *Mony* furniſhed with l. 20308. 15. s. 4. d. Out of all theſe Parcels he makes a Stock or Capital, which he conveyeth from the Ballance L^a A. and transferreth or enters it into a new Book called a Lieger, becauſe the ſame remaineth (as lying) accordingly in a place for that purpoſe under the title of L^a B. as you may ſee by the ſecond part of our *Amphithalami*, making all thoſe Parcels *Debitors* and *Creditors* as aforeſaid.

Ballance Litera A. oweth unto *Capital* or *Stock*——————l. 60928. 12—— Ballance.

for thoſe ſeveral Parcels above ſpecified with a Years Improvement or Profit.

The *Manor* of *Speedwell* lying in *Suceſs* 12 miles from *Goodſord*, oweth unto *Ballance* L^a A. l. 5000. for the value thereof, which my Father left me by Deſcent from, *&c.* containing, *&c.* of the yearly value of 250 l. now in the Tenure, Occupation or Poſſeſſion of, *&c.*——————l. 5000—— Manor.

The *Manor* and *Forreſt* of *Increaſe* in *Somerſet* and *Devon* owes unto *Ballance* L^a A. l. 4000. for the value thereof Principal according to Eſtimation, which my Father left me by Deſcent from, *&c.* containing, *&c.* of the yearly value of 200 l. now in the Tenure, Occupation or Poſſeſſion of, *&c.*——————l. 4000—— Forreſt.

Several *Goods* and *Houſes* lying in and about *London* owe unto *Ballance* Litera A. l. 15000. Principal according to Eſtimation that they were valued to be worth, which my Father left me by Deſcent from, *&c.* viz. a Houſe in, *&c.* of the yearly Rent and Value of, *&c.* now in the tenure, occupation or poſſeſſion of, *&c.* another Houſe in, *&c.* (until all be ſpecified accordingly) to the yearly value of 800—l. 15000—— Houſes.

Ships at Sea are indebted unto *Ballance* Litera A. l. 9000. One called the *Hope*, mounted with 20 pieces of Ordnance, of about 400 Tuns, valued to be worth with all the appurtenances 3000 l. now under the Command of Maſter, *&c.* another called the *Good-adventure*, of 600 Tuns burthen and 60 pieces of Ordnance worth 6000 l. now under the Command of Maſter, *&c.* together——————l. 9000—— Ships.

Adventure land in *Ireland* is indebted unto *Ballance* Litera A. l. 3000. for 600 Acres of arable ground, lying 12 Miles off *Dublin*, which was adjudged unto my Father by the State in conſideration of a greater Debt which they did owe unto him, now in the tenure, occupation or poſſeſſion of, *&c.* of the yearly Value of 150 l.—l. 9000—— Land.

The *Farmorie* of *Paywel*, in the County, *&c.* oweth unto *Ballance* Litera A. l. 4000. in conſideration of a greater Debt which the State of *England* did owe unto my Father, according to their Grant and Letter Patent for 5 years, to be paid in equal portion every quarter by the Farmer thereof Mr. *Nimble*, at preſent——————l. 4000—— Farmory.

Account Particular oweth unto *Ballance* Litera A. l. 619. 16. 8. for ſeveral ſorts of Plates, Jewels, Apparels, and Houſhold-ſtuff, *&c.* according to an Inventary Litera A.——————l. 619. 16. 8.—— Plate and Houſhold-ſtuff.

Caſh oweth unto *Ballance* L^a A. l. 20308. 15. 4. for ſo much ready Mony in ſeveral Gold and Silver ſpecies which I find this day in *Caſh* under the cuſtody and adminiſtration of Mr. *Richard Good-coin* in *Lombard ſtreet*, I ſay, ready Mony—l. 20308. 15. 14. Caſh.

Here you ſee that this young Gentleman hath an Eſtate of l. 60928. 12 s. which his Father left him by the ballancing of the Book L^a A. to begin the World withal, conſiſting of the aforeſaid Parcels. Theſe eight Parcels now are transferred over in ſo many ſeveral Accounts of eight *Debitors*, and there is but one to be made *Creditor* for all theſe, which is Capital or Stock by the *Ballance* Litera A. which doth anſwer by Correſpondency all the eight *Debitors* in their proper Accounts, amounting all to the ſum of l. 60928. 12. on the *Debitors* ſide, and ſo is here l. 60928. 12. or the *Creditors* ſide, which doth ballance the other; being ſo termed of a pair of Ballances, wherein equal weight being laid on every ſide, the Ballance will be juſt and even; and in like manner muſt all Accounts (kept by *Debitor* and *Creditor*) be even ballanced, what- Transferring of Parcels in as many Accounts. Ballancing of Accounts.

ſoever the remainders of the Accounts are, which falleth out by Calculation upon the Account. But the main *Ballance* of the whole Book may not differ one peny, and Fractions of half pence and farthings are not uſed in our Accounts, but accounted in the Summaries at the Firſt.

Entring his Commodities bought, and Mony paid for them.

This Gentleman turning now a young Merchant, employeth his Mony and buyeth ſome Commodities to be ſent beyond the Seas, namely, 1000 pieces of Perpetuanoes, which coſt him ready Mony 50 s. the piece; more 200 fother of Lead, at 10 l. the fother; 500 pieces of Bays of divers ſorts coſt him 2200 l. and 200 Redding mingled-colour Cloth, amounting in all to 8700 l. which he paid in ready Mony. And all theſe Commodities he doth enter by his Specification or Invoice into the Lieger, in one Parcel, under the head of Magazin, or Ware-houſe, or Commodities, as he pleaſes, in making the ſame Account *Debitor* for all, and his Caſh *Creditor*, becauſe the ſaid Caſh was made *Debitor* for the Mony of l. 20308. 15. 4. as you ſee before; and now being made l. 8700. *Creditor*, there is l. 11608. 15. 4. more remaining in Caſh, the reſt is in Manors, Forreſts, Ships, Goods, Houſes, Farmories or Depoſito Plates and Jewels, *&c.*

Firſt Mony received and Debtors diſcharged.

By this time the Steward of the Manors, Forreſts, Houſes and Lands, payeth a quarter year Rent and Revenues received of the reſpective Tenants, Occupiers and Poſſeſſors of the ſeveral Manors, Forreſts, Houſes and Lands, according to his Account, which from quarter year to quarter year he is to give in unto you, being l. 350. of which Mony Caſh is made *Debitor* and the *Steward* is made *Creditor*, he being firſt charged in his particular Account for ſo much received of the Tenants and Occupiers according to his Bill and Certificate firſt examined as aforeſaid, and the ſaid Manors, Forreſts and Houſes, *&c.* being credited proportionably for the ſame Mony and time, as aforeſaid.

Subſtantial what it is.

The three other exiſtent Parcels by themſelves for the Ships, Farmory and Account Particular, remain ſtill in the Book untouched.

Account for Voyages for *Hamborough*.

The Merchant beginneth to ſhip his Commodities, and ſendeth his 200 Cloths for *Hamborough* to a Factor or his Servant, and payeth the States Cuſtom and all Charges concerning the ſame: and now he frameth an Account of thoſe Cloths, intituling the ſame, Voyage to *Hamborough*, or Cloths ſent to *Hamborough* do owe unto the Magazin l. 2000. for 200 Cloths ſent for my Account to ſuch a man, in ſuch Ships, *&c.*

Mony paid for Cuſtom and Charges.

Then he doth charge this Account of Cloths with the Cuſtom and Charges he payed; Cloths ſent to *Hamborough* do owe unto Caſh l. 120. for Cuſtom and Charges paid for the ſame, as appeareth by the Specification.

Voyage for *Spain*.

For *Sevill* in *Spain* he ſendeth the 100 Perpetuanoes which he bought, and 500 pieces of Bays, and 200 fother of Lead, which did coſt him l. 6700. and the Charges, Cuſtoms and Impoſitions are l. 350. *in toto.*

And hereupon he armeth an Account under the name of Voyage into *Spain*, or ſome other ſuch name, of the ſaid Commodities, as every man thinketh good: So this Voyage is *Debitor* for the Commodities, Cuſtoms and Charges thereof, and the Magazin is diſcharged and made *Creditor* as aboveſaid; and likewiſe Caſh is made *Creditor*, having paid the Cuſtoms, Impoſitions and Charges aforeſaid.

Diſcharge.

Buying of more Commodities.

This Merchant having ſtill a good deal of Mony in Caſh, is not content with thoſe Voyages only, but intends to beſtow ſome 1000 l. more upon a third Voyage: hereupon he buys more 200 white Cloths at 12 l. the piece, and 400 *Devonſhire* Kerſies at 40 l. the pack, of 20 pieces for ready Mony, together for the ſum of l. 3200. hereupon entring the Year, Month and Day in the Margent, he makes *Debitor* and *Creditor* as aforeſaid.

Magazin or Ware-houſe oweth unto Caſh 3200 l. for two hundred white Cloths of the mark following, amounting to 2400 l. and for 400 *Devonſhire* Kerſies at 40 l. the pack of 20 pieces, which I bought for ready Mony of Mr. *Draper*.

Voyage for *Lizbon*.

And ſo the Merchant ſhips theſe Cloths and Kerſies preſently for *Lizbon*, and arms an Account thereupon, with Charges and Cuſtom, 200 l. in manner and form as he did before with the Voyages of *Hamborough* and *Spain*; by which the Voyages are made *Debitors* for the Commodities, Cuſtoms and Charges thereof, and the Magazin is diſcharged and made *Creditor* as aboveſaid, and likewiſe Caſh is made *Creditor*, having paid the Cuſtoms, Impoſitions and Charges aforeſaid.

This

This Merchant not willing to bear ſo great an Adventure of 1000 l. or 1200 l. in one Ship, doth cauſe himſelf to be aſſured of 5 or 600 l. in every Ship, at three, four and five upon the hundred, and payeth the ſame unto the Aſſurers. Hereupon he maketh the ſaid Voyages *Debitors*, and Caſh *Creditor* for ſo much, namely, 30 l. for *Hamborough*, 65 l. for *Lizbon*, and an 160 l. for *Sevill*, and ſo committeth the ſame to Gods Will and Pleaſure, and all theſe Parcels are entered into the Book. Mony for aſſurance.

Mean time Mr. *Nimble* the Farmer of the Farmory of *Paywell* doth pay 600 l. according to order, whereof Caſh is made *Debitor*, and the Farmory is made *Creditor*, and diſcharged of ſo much pay'd by the Farmer thereof in part of the States Debt. Mony received.

The two Ships alſo are ordered to be fitted and fraighted out by the Factor at *Dover*, *Plymouth* or elſewhere, which is performed accordingly by the Factor, having paid in ſetting them out, one for *Sweden* and the other for *Genoa*, 2000 l. for which he is to have Fraightments at their returns 3200 l. according to Agreement and Indentures; which the Merchant chargeth upon the Account of the Ships, making them *Debitor* and the Factor *Creditor* for the ſame: but the Factor wanting Mony in his hands, draws upon the Merchant ſome Bills of Exchange for 2000 l. which being paid by the Merchant, he maketh the Factor *Debitor* and Caſh *Creditor* for ſo much. Ships fitted and fraighted out.

The Merchant finding ſtill ſome Mony to ſpare, he delivereth out 6000 l. at 6 l. Intereſt *per annum*, unto another Merchant for ſix Months, and thereupon he maketh this Merchant C. D. *Debitor*, and Caſh *Creditor*, declaring to have his Bond of 9000 l. for the payment of two third parts, at ſuch a day, in ſuch a place. And for the intereſt Mony of 180 pounds he maketh him likewiſe *Debitor*, and the Account of Profit and Loſs *Creditor*. Mony delivered at Intereſt.

The Merchants Eſtate ſtandeth now thus, at *Hamborough* 2150 l. at *Sevil* 7210 l. at *Lizbon* 3465 l. at Intereſt 6180 l. upon his two Ships 2000 l. and but little Mony in Caſh becauſe of his daily Expences, beſides what is due from the Steward and Farmer, which he is to receive at certain times. View of a Merchants Eſtate by the Book.

Suppoſe now that our Merchants Cloths are ſold to divers Merchants and others at *Hamborough*, to be paid at ſix and ſix Months, for which they have given their Bills Obligatory, to pay the ſame accordingly. But ſome of thoſe Merchants are deſirous to pay their Mony by way of anticipation, having Intereſt allowed them for it after the rate of eight in the hundred for the year, and ſo pay ready Mony to our Merchants Factor, and thereupon the ſaid Factor maketh over by Exchange 800 l. by ſeveral Bills of Exchange to be paid here at 2 Uſance (which is two Months after the date of the Bill) by Merchants ſtrangers. Theſe Merchants ſtrangers do accept the ſaid Bills of Exchange, and you make them ſeveral *Debitors* for the ſame, and your Factor of *Hamborough Creditor* for the ſaid 800 pounds. Return of Voyages. Mony payed by way of anticipation. Mony made over by Exchange.

Moreover, your Factor hath ſet over ſome of thoſe Merchants Bills of Debt for Foreign Commodities, and hath taken in payment four Caſes of Velvets which did coſt 1600 l. and he ſendeth them in ſeveral Ships, with an Account of the Charges, Cuſtom and Factorage of the ſaid Velvets, amounting to 80 l. ſo the Velvets coſt in all 1680 l. For this you make new Account for Velvets, or the return of the *Hamborough* Voyage *Debitor*, and your Factor *Creditor* for the ſaid 1680 l. as aforeſaid. And becauſe you are to pay great Cuſtom and Impoſition of theſe Velvets, and your Caſh is not well provided, you take up by Exchange here 120 l. to be paid by your Factor at *Hamborough*, and deliver your Bill of Exchange for it, and receive the Mony; now Caſh is made *Debitor* for the ſame, and your Factor that is to pay the Mony is made *Creditor* for it accordingly. Velvets bought beyond the Seas. Mony taken up by Exchange.

This Factor doth now by Land ſend unto you the Account of your two hundred Cloths ſold unto divers Merchants as aforeſaid, and this Account is made in *Hamborough* or *Lups* Mony, and it is ſuppoſed amongſt Merchants that 26 s. and 8 d. of their Mony is correſpondent to our twenty ſhillings *Sterling*; according to this you reduce your *Hamborough* Mony into *Sterling* Mony after the rate, and your Factor in the ſame Account hath already deducted his Factorage, Cuſtoms, and all Charges incident upon the Cloths ſold by him: ſo that Caſting your Account upon the nett provenue of your Cloths, he hath received clear Mony 2600 l. *Sterling*. Hereof now you do make Cloth ſold beyond the Seas, and account ſent of it. *Hamborough* Mony reduced into *Sterling*.

make your Factor *Debitor*, and the Voyage for *Hamborough Creditor*, and coming to that Account, you find the ſaid Voyage *Debitor* 2150 l. and now to be made *Creditor* 2600 l. ſo you find here is 450 l. clear gains by the Account, unleſs you ſhall become a Loſer in the Velvets, for the Mony deducted for Intereſt to him that payed before his time is already deducted in the Account of Cloths; ſo that to clear this Account of the Voyage, you make the ſame *Debitor* for the ſaid 450 l. and the Account of Profit and Loſs *Creditor* for the ſame.

You have now ſold your 4 Caſes of Velvets, two for ready Mony, and the other two at 6 and 6 Months days of payment, to *M. M.* Mercer, amounting to 1040 l. whom you have made *Debitor* for the ſame, and your Velvets *Creditor*, and for the other you have made Caſh *Debitor* for 980 l. which you have received, and likewiſe your Velvets *Creditor* for the ſame ſum; ſo in both 2020 l. and caſting up your Charges, Cuſtoms and Impoſitions of your Velvets, you find them to amount unto 160 l. and for this ſum you make Velvets *Debitor*, and Caſh *Creditor*: ſo your Velvets did coſt with all the ſaid Charges 1840 l. and they were ſold for 2020 l. ſo there is 180 l. advanced by the ſaid Velvets, whereof to clear this Account you make Velvets *Debitor*, and Gain and Loſs *Creditor* as aforeſaid. Having now Mony in Caſh, you make over 600 l. for *Amſterdam* by Exchange, with condition and order to your Factor, that from time to time as the Mony groweth due he ſhall make it over again by Exchange unto you at double Uſance, which is two Months, as you made it over unto him. Some now in this Caſe will arm an Account of Exchange, but it is better to make the Factor of *Amſterdam Debitor* for it, and Caſh *Creditor*.

Return from *Spain* in Tobacco.

Ships are now arrived from *Saint Lucar* in *Spain*, and your Factor of *Sevill* hath ſold your Perpetuanoes, Bays and Lead, and in return thereof hath ſent you a parcel of Tobacco, becauſe Cutcheneal was too dear, and rich Indico is here too good cheap: withal he hath ſent you the Account of your Commodities kept in Royals of Silver, accounting ſix-pence for the Royal of the clear provenue, being 272400 Royals, making *Sterling* 6810 l. whereof you make him *Debitor*, and the Voyage for *Spain Creditor*, and when you come to the total of the ſame Account, it appeareth that the ſaid Goods did coſt you 7360 l. and ſo there is loſt 550 l. For this now, to clear the Account of the ſaid Goods, you make Profit and Loſs *Debitor*, and the ſaid Voyage *Creditor* to ballance this Loſs, contrary to the Gain. The Tobacco did coſt with all Charges 248000 Royals, which is 6200 l. for this you make an Account of Tobacco *Debitor* and your Factor of *Sevill Creditor*, in the ſame manner as you did your Velvets, putting thereunto the Impoſt which you paid for the ſame, and all Charges; and having ſold your Tobacco for 10 s. a pound one with another, you find to have made clear above 10000 l. be it 10100 l. which coſt you in *Spain* but 6200 l. ſo here is 3900 l. gotten; but when you loſt 550 l. by your Wares ſent into *Spain*: well this Account is cleared, Tobacco is made *Debitor* 3900 l. and Profit or Gain and Loſs *Creditor* for the ſame; and now you are well ſtored for Mony, and all is ready Mony ſaving 3000 l. at ſix Months. Hereupon you make more Mony over by Exchange for *Amſterdam*, by ſeveral Bills to your Factor, to the ſum of 5000 l. and thereupon he is made *Debitor*, and Caſh *Creditor* for the ſaid Sum. Interim your ſaid Factor of *Amſterdam* hath made over unto you by Exchange the former 600 l. back again, for which you make him *Creditor*, and the Party *Debtor* that accepted the Bills and is to pay you the Mony at double Uſance.

Account of Goods ſold in *Spain*.

Loſs upon Wares in *Spain*.

Reduction of *Spaniſh* Mony into *Sterling*. Gain by Tobacco.

Mony made over by Exchange.

The Ships of *Lizbon* are alſo arrived, and being in return of your Kerſies and Cloths, 200 Cheſts of Sugar of three ſorts, Panela, Maſcovado, and Blanco or White Braſilly, with advice that the Commodities are ſold at a reaſonable rate, for by the Account it appeareth that the nett provenue of it cometh to 6024000 Reys, which make 15060 Ducats of ten Royals or 400 Reys, is *Sterling* 3765 l. ſo that there is advanced by the Account juſt 300 l. which are carried to the Account of Gain and Loſs, as in the former Account. The 200 Cheſts of Sugar did coſt 2750 l. whereof the Factor of *Lizbon* is made *Creditor*, and the Account of Sugar *Debitor*, in like manner as aforeſaid, *Mutatis Mutandis*, and the ſaid Sugars were ſold payable at ſix and ſix Months for 4100 l. ſo that the Charges and Cuſtoms deducted, there was 950 l. gotten, which are likewiſe poſted to the Account of Profit and Loſs. The

Reduction of *Portugal* Mony into *Sterling*.

The 600 l. made over from *Amſterdam* are now due to be paid here, and the Merchant doth offer you to pay them by a new Bill of Exchange, whereunto you agree, and thereupon you make him *Creditor*, and your Factor of *Amſterdam* again *Debitor*; and withal you make over by Exchange other 2000 l. payable at double Uſance, and for this you make him *Debitor* alſo, and Caſh *Creditor*. Mony which was made over returned by Exchange again.

So likewiſe the two Ships are now returned from their Voyages, one to *Sweden*, and the other to *Genoa*, at their deſtined Ports, and the 3200 l. fraight paid by the Merchants that fraighted them to the Factor at *Dover*; whereupon the Factor giving notice thereof unto the Merchant is made *Debitor*, and the Ships *Creditor* for the ſame, and the Proceed of his Account currant is either remitted by the Factor unto the Merchant, or by order of the Merchant to ſome other places beyond the Seas, or elſe drawn by the Merchant or his order, by Exchange, from the Factor as aforeſaid; and the Factor is made *Creditor*, and Caſh or the Party who received the Mony or Bill *Debitor* for the ſame: and becauſe there was at firſt paid by the ſaid Factor l. 2000. for fitting out the Ships for which there is now received by him 3200 l. ſo for the Surplus you carry to *Credit* of Profit and Loſs, charging the Ships firſt with the ſame 1200 l. Return of Ships fraighted out.

The year is now almoſt expired, and every provident Merchant doth commonly make up his Account, and draweth a Ballance of his Book; and this Merchant findeth to have received of his Steward for Rent and Revenue of his Manors, Forreſts, Houſes and Lands, 1050 l. beſides what hath been ſpecified already, in ſeveral times, as alſo of the Farmory of *Paywel* 600 l. more, and for this he Credits the ſaid Manor, Forreſt, Houſes, Land and Farmory, Charging firſt the ſaid Steward and Farmory accordingly; and as it is received into Caſh, then he tranſmitteth the ſame from their Accounts, and Chargethit to the Account of Caſh, and as much as is received by the Steward or Caſh he carrieth to the Account of Gain and Loſs, as he did all the former parcels. Then he doth caſt up his Expences of Houſe-keeping, which came to 1000 l. and for this he makes Profit and Loſs *Debitor*, having firſt made Caſh *Creditor* for the ſame. Mony received of Lands and Houſes. Expences of Houſe-keeping reckoned.

The 800 l. made over from *Hamborough* are received, and Caſh is *Debitor* for it, and the Parties that paid the ſame are made *Creditor* and diſcharged. Now by the Account of Profit and Loſs there appeareth to be gotten l. 7360. clear, all Charges and Expences deducted: this is now carried to Stock, which is now l. 68288. 12. Hereupon take all the Remainders of the Accounts by *Debitor* and *Creditor*, which is the Ballance of the Book, and you ſhall find nothing on the *Creditors* ſide but the Capital of l. 68288. 12. which is Ballanced by the 10 Accounts following, and the 6 Accounts for the Manor, Forreſt, Houſes, Land and Houſhold-ſtuff, amounting to l. 36619. 16 8. unaltered; the Account of the Farmory being only diminiſhed one fourth part according to the Patent of the State, which was paid by the Farmer thereof into Caſh as aforeſaid, Gain of the account of Profit and Loſs, and the Surplus of Gain carried to Capital.

	l.	s.	d.	
So	36619.	16.	8.	*for the ſaid Manor, Forreſt, Houſes, Lands, Ships, Plate and Houſhold-ſtuff.*
	3000.	-	-	*owing by the Farmory of Paywel.*
	6180.	-	-	*owing for Mony at Intereſt, by* C. D. *Merchant.*
	1040.	-	-	*owing for Velvets ſold to,* &c.
	3000.	-	-	*owing for Tobacco ſold to,* &c.
	4100.	-	-	*owing for Sugars ſold to,* &c.
	7600.	-	-	*owing by the Factor of* Amſterdam, *&c.*
	610.	-	-	*owing by the Factor of* Sevill, *&c.*
	1015.	-	-	*owing by the Factor of* Lizbon, *&c.*
	3200.	-	-	*owing by the Factor of* Dover, *&c.*
	1923.	15.	4.	*Ready Mony in Caſh.*

Ballance of the Lieger Book Litera B.

l. 68288. 12.

Thus it appeareth that this Merchant hath augmented his Capital or Stock 7630 l. being now worth l. 68288. 12 s. And if he had been a Loſer by the Account of Profit or Gain and Loſs, then muſt he make his Capital *Debitor*, and the ſaid Account *Creditor*, Loſs by the account of Profit and Loſs.

to

to ballance the matter, whereby his Stock would have decreaſed. Now by theſe proceedings in Buying and Selling, Receiving and Paying, you may underſtand all other Voyages for what place ſoever, taking notice of the diverſities of Monies and Calculations of Exchanges, having an eſpecial care to keep an orderly Account of Caſh of all the Monies received and paid out; which, as Mony is *Publica Menſura*, or a right Judg to ſet a price unto every thing, ſo may you by the meaſure thereof (truly entred into the Caſh-book or Account) find out many doubts, queſtions and uncertainties in Accounts, eſpecially if you note upon a Paper or into a little Book how much Mony there is either to be paid or received from Month to Month, and upon what day of the Month, and to and of whom the ſame grows due; which you can eaſily do if you take ſome three or four ſheets of Paper, and divide or fold it into as many Leaves as there are Months in the year, writing upon the firſt page *January*, the left ſide take for the Mony you are to pay, as before. And in this manner do it with *February* on the ſecond *folio*, and ſo with all the other Months in order to the Leaves, as *March* on the third, *April* on the fourth, *&c.* Now as you have any *Debitors* of whom you are to receive a certain Sum of Mony on ſuch or ſuch appointed days by Virtue of Indenture, Bills of Exchange, Bonds or otherwiſe, or any *Creditors* unto whom you are to pay any Mony as aforeſaid, then you are to ſpecifie the day of the Month in the Margent of that *folio* where this Month is entred in the front, when the time of payment or receipt is expired, as ſoon as you have contracted or entred in *Debet* or *Credit* of your Lieger, ſuch a Parcel, *Debitor* or *Creditor*, ever ſpecifying the name of the Party and the Sum of Mony which is to be received or paid as aforeſaid. If one year is about, then you can proceed in like manner with the other ſucceeding Year, interlining but the expired Year and Month, and ſo by the view of the Book you eaſily can ſee how much Mony every Month will grow due either to or by Caſh, and ſo govern and regulate your affairs accordingly. For the Monies being *Publica menſura*, as aboveſaid, proceeding from the originals of Commodities or Exchanges, and the Perſons with whom you deal therein giving you light and direction to diſcuſs their differences; therefore it may well be compared to the meaſure of *Hercules's* Foot, whereby the whole Symmetrical proportion of all his Body was found out. And many Merchants Accounts are as intricate and overgrown with Errors, as *Archimedes's* Tomb with Thorns when *Cicero* came to viſit, by reaſon that they cannot ſee ſo eaſily the proper Condition of every Account in their Lieger, the ſame being firſt to be collected and examined within their Journal and Memorial.

But now methinks I hear one ſay, You have briefly ſhewed us the Manner of Accounts by *Debitor* and *Creditor*, with the Application of it to a Merchants Negotiation for Commodities and Mony, and alſo by delivering Mony by Exchange, and how Mony is gotten by Commodities, and by letting the ſame at Intereſt; But I cannot underſtand how a Merchant getteth Mony by Exchange of Mony by Bills of Exchange. Hereunto I anſwer, That it was omitted of purpoſe, becauſe it ſhould not obſcure the former demonſtration, otherwiſe the matter is of ſuch importance, that whoſoever dealeth without conſideration of it is like to a blind man groping in the dark, and yet may hit the Egg. For (according to the price of Exchange) all the Commodities of the Commonwealth which are Exported, and all Foreign Commodities Imported, are ſold.

Know ye therefore that the benefit or Profit of Exchange is never known directly but by the rechange thereof: To which end you may remember that our Merchant did firſt make over 600 l. by Exchange for *Amſterdam*, which were rechanged again; and then made over 5000 l. in ſeveral Bills; and now lately he hath made over 2600 l. one Bill for 600 l. and four Bills for 2000 l. more for the ſaid place of *Amſterdam*, all at double Uſance, to make the better Benefit and leſs Charges.

The Importance of a Caſh-Book, or Account of Caſh.

Of a Month-Book.

The method thereof.

Symmetrical proportion of Accounts.

Profit of Exchange known by Rechange.

The manner how Exchange giveth profit.

Theſe Monies are made over at ſeveral prices as followeth.

600 l. *are made over at* 35 s. *Flemiſh for the* l. *is*	l. 1050
5000 l. *are made over at* 34 s. 10 d. *is Flemiſh*	l. 8708. 6. 8.
600 l. *at* 34 s. 6 d. *is*	l. 1035
2000 l. *at ſeveral prices, one with another,* at 35 s.	l. 3500
8200 l. *Sterling being paid at* Amſterdam *did make Flem.*	l. 14293. 6. 8.

Theſe Monies have been made over or returned again by Exchange at ſeveral prices, and the account cleared as followeth.

600 l. *were made over from* Amſterdam *at* 34 s. 2 d. *is Flemiſh*	l. 1025
5000 l. *were made over at* 33 s. 6 d. *per* l. *Sterling*	l. 8375
1000 l. *more at* 33 s. 9 d. *paid at* Amſterdam *for the*	l. 1687. 10.
1000 l. *more at* 33 s. 8 d. *in like manner is*	l. 1683. 6. 8.
The Factor taketh for his Salary, and payeth to Brokers, and makes over more	l. 71. 4. 8.
600 l. *and gave* 33 s. 10 d. *for the pound*	l. 1015
8200 l.	l. 13857. 1. 4.
257 l. 17 s. 10 d. *more at the ſame price of* 33 s. 10 d. *he made over the juſt remainder in his hands being* 436 l. 5 s. 4 d. *and ſendeth a particular Bill of Exchange of* 257 l. 17 s. 10 d. *for it*	l. 436. 5. 4.
	l. 14293. 6. 8.

Here you may find diſtinguiſhed, that whereas you made over from *London* the Sum of 8200 l. *Sterling*, you now receive back 8457 l. 17 s. 10 d. whereby your Profit is 257 l. 17 s. 10 d. of this you make your Factor *Debitor*, and the Account of Gain and Loſs *Creditor*; and the like of other Sums for other places. The *Spaniard* therefore frameth an Account of general Exchanges for all places, called *Cambios Generales*, to keep an even and juſt Account with his Factor, admitting a certain rate between him and the ſaid Factor, according to which he rateth all the parcels of Account, be it for Commodities bought or ſold, or Monies paid and taken up again by Exchange, which is the more labor, but more exactly done; otherwiſe it bringeth ſome alteration in Accounts. As for Example,

Gain by Exchange to Profit and Loſs.

Suppoſe this Merchants Factor at *Hamborough* did remain *Debitor* upon the Account 100 l. which is according to 26 s. 8 d. *per* l. *Sterling*. This Mony he maketh over by Exchange, but he is fain to give 27 s. for the pound, which doth differ 4 d. *lups* in the pound *Sterling*: ſo that for this difference you muſt make another parcel, charging the Account of Profit and Loſs with this Loſs, and making your Factor *Creditor* for it; whereas in the general Account of Exchanges all is brought over in one parcel; but herein every man may follow his pleaſure.

Difference in the rates of Exchange.

Another Objection is made, How ſhall a man do that hath no Stock, or little or no thing to begin the World, as divers men have done that from nothing come to an exceeding great wealth? what Book of Account can they keep by *Debitor* and *Creditor*?

Obj.

The Anſwer is manifeſt, all is grounded upon Truſt. If any man will ſell you Commodities payable at long days of payment, and you ſell them, and pay him with his own, you can make him *Creditor* for the ſame, and the Commodities *Debitor*; and in like manner if any man lend Mony unto you to trade withal. So that you may perceive that this is an excellent invention, and a moſt commodious courſe to know things readily.

Anſwer.

The Bankers therefore that deal for Millions of pounds, and make great payments continually by aſſignation, do ſum up every ten parcels, and poſt them over to a new Account, becauſe they know at all hours whether a man be *Debitor* or *Creditor* unto them.

The keeping of Accounts by the Bankers.

If the treaſure of Princes and States were diſpoſed by this manner of Account, they ſhould receive many benefits and advantages.

States Accounts to be kept by *Debitor* and *Creditor*.

Firſt, They ſhould not be in wants, as they commonly are, but make their Treaſure

go further in payments, becauſe they may know at all times where to find their own, and what is owing unto them.

Secondly, They ſhould not be deceived as they are by their Auditors Accounts, by way of charge and diſcharge, made ſometimes many years after, when commonly Officers are much indebted unto them, and yet call for Mony continually, which afterwards (before the Account made) is conſumed by extraordinary allowances, which are eaſily procured when their Monies are out of their Coffers; ſo that, upon the matter, they might pay that with one peny which now doth coſt them three pence, whereof the late Wars gave us a ſufficient inſtance.

Laſtly, The Charges and Expences of Officers would be much diminiſhed, and States would content their Followers and Attendants with better pay.

A notable example of King *Henry* the VII.

Worthy of perpetual remembrance is that noble Prince King *Henry* the ſeventh, who (in his ſingular Wiſdom and Policy) knowing how Princes and States are ſubject to be wronged by their Officers in the diſpoſing of their Treaſure, by fraudulent and deceitful Accounts, which either by Ignorance or otherwiſe by Connivence do paſs, did himſelf (with great facility) take an inſpection in all his Exchequer Accounts, by an abſtract of the ſaid Accounts entred in a Book by ſome experienced and skilful man in Accounts, whereunto his Highneſs did ſubſcribe his royal Signature, before the Officers (upon good Certificate made to the Lord Chancellor) could have their *Quietus eſt* paſs the great ſeal of *England*. And the ſaid King was pleaſed many times to enter into particular Examination of ſome of the Accounts, whereby he did ſtrike a terror into the hearts of the Officers; ſo that they became more careful, and durſt not commit any fraud or deceit by combination or toleration, but his Treaſure was duly adminiſtred and preſerved. This Signature of the Kings in the ſaid Book is extant to be ſeen in the Exchequer.

Providence of the *French* King *Henry* the IV.

Urgent neceſſity cauſed the *French* King *Henry* the fourth, when he was King of *Navarre*, to be preſent in the diſpoſing of his Treaſure, inſomuch that afterwards (in poſſeſſing the Diadem of all *France*, and calling to remembrance his former obſervation by comparing things with their firſt Principles) he found that of every *French* Crown (being 60 Soulz) which his Coffers ſhould receive, there came not above the fourth part *de claro* unto him. Whereupon by rooting out of corruption, depoſing of needleſs Officers, profitable emptions of things neceſſary, and by wiſe diſpoſing of them, he brought (*è contrario*) three parts of every Crown unto his Coffers, and did in progreſs of time accumulate a very great Treaſure: and yet did he increaſe Officers fees according to the alteration of time, which (by accidental cauſes) had made every thing dearer.

Factors Accounts.

Thus much *obiter*. Now if a Merchant be alſo a Factor for others in the buying and ſelling of Commodities, delivering of Monies at Intereſt, and by dealing in Exchanges and Rechanges, having Factorage allowed to him for the ſame according to the manner of Merchants, ſome more and ſome leſs, as they agree between them; the difference in keeping other mens Accounts with whom they have any correſpondence, is but ſmall: for if it be for Goods or Merchandiſes ſold, they will intitle the Account, *Goods of the Account of ſuch a man do owe unto Caſh ſuch a Sum paid for Cuſtom and Charges*; or if it be for Goods bought, he will do the like, and diſcharge the Accounts by making the ſaid Merchant *Debitor* or *Creditor*; for it is as the ſaid Accounts require, which he doth alſo charge with Factorage, or Proviſion for his Salary: and therefore all Factors keep a particular Account to know what they have gotten by Factorage or Proviſion at the years end, and then they charge that Account with their Charges and all ſuch Expences as they have been at, and the Remainder is poſted to Capital, as in the Account of Profit and Loſs; whereupon ſome others do bring their Charges and Expences, and ſo carry all the Proviſion to Capital or Stock. Herein every man may uſe his pleaſure, for this manner of Account affordeth many diſtinctions: all which ſeveral Branches or Members of Account may be brought to make up the compleat Body; for by the diſmembring of an Account, ſeparating every thing in his proper nature, you are enabled to find out many Errors and Intricateneſs of Accounts, by reducing the Body of it to his perfection.

Diſmembring of Accounts.

And ſo by this Method of *Debitors* and *Creditors* we may be able to keep all other Accounts of any Eſtate whatſoever, either of a leſſer Value or a greater Eſtendation,

in

in a ſingle Book; not only for Merchants, Factors and Tradeſmen as aforeſaid, but alſo for Lords, Private Gentlemen and all degrees of men whatſoever; Nay for the greateſt Monarchy, or the whole World if it were under one Government, as it is under the Diſpenſation and Power of God. And therefore to conclude this Introduction to, and Inſtruction of, our *Amphithalamie* or *Accomptants Cloſet*, we ſhall add but one word more, that if the Supreme Authority of this Commonwealth would be pleaſed to reduce their Accounts of State to ſuch a manner, by giving every Shire, Circuit and County, or every Dioceſs of a Sheriff, *&c.* within *England*, *Scotland* and *Ireland*, and all the Dominions and Territories thereunto belonging, a particular head of an Account into a ſingle Book, to be under the Cuſtody of the Lord Chancellor or Keeper of the Great Seal of *England*, and to be committed to the Management and Truſt of ſome approved Pious, Skillful and Faithful men and Inſpectors, ſo that they know how to divide and diſtribute all and ſingular the Aſſeſsments, Aſſiſes, Cuſtoms, Impoſitions or Taxes, *&c.* whatſoever, laid and charged upon theſe Nations, very proportionably unto every ſuch Dioceſs and Accounts as aforeſaid; and as the Mony or Account is received by the Treaſurers of the Exchequer, how to charge the Exchequer as a publick Caſh or as a Center of the whole Book, and to diſcharge ſuch Sheriffs, Farmers or Accounts as aforeſaid, of the ſame Mony, ſo paid from time to time into the ſaid Caſh, they receiving an Aquittance for it of the ſaid Treaſurers, which they are to give in unto the Keepers of the ſaid Book, and to receive their Acknowledgment for the ſame, to the end they may produce them in their own behalf in caſe of Controverſies or Queſtions when they are called to a General Account; and ſo the Keepers and Truſtees of this Book are to ſee all things entred preſently very punctually and orderly in their proper Place and Nature, having ever a Vigilant Eye upon the publick Caſh, how much there is in advance or arrear, by making it *Debitor* for the Monies received as aforeſaid, and making it *Creditor* for the Monies paid out by Warrants for the occaſions of the Commonwealth, either unto the Army and Navy, or Commiſſioners and Officers of the ſeveral Regiments, Circuits, Cities and Towns, *&c.* which are to be made *Debitors* for the ſame, even as they are to be made *Creditors* for their Salary and proportion of Wages, anſwerable to the allowances and order of the Supreme Authority of theſe Nations. And ſo the Keepers of the Book from Month to Month are to draw out a Memorial or Note of the ſaid Book, how much Mony there is in advance of the Exchequer, and how much in arrear of ſuch and ſuch a Circuit, Sheriff or Farmer as aforeſaid, and to give the ſame in upon every demand unto the Supreme Authority or their Committee appointed for that purpoſe, to the end they may upon every occaſion very eaſily and with great facility examin the ſaid Book and Accounts, and if they ſee cauſe, to remedy the ſame according to their Prudence and Pleaſure, anſwerable to the urgent occaſion and Neceſſity of the Commonwealth; and ſo we are confident, nay, are aſſured, that *England* will flouriſh and proſper even in deſpight of all its Adverſaries, and not be ſo much ſubject nor liable to Diſtractions, Civil Wars and Diſtempers, as of late we have been.

Accounts for all degrees of men.

A word to the Supreme Authority of *England*.

How to order and keep States Accounts.

Moreover, if any body is not ſatisfied with the Premiſſes, but deſireth more Inſtruction and Information in any thing, let him repair to Mr. *Nicholas Bourne* Stationer at the South entrance of the Old Exchange, *London*, and he ſhall find further direction by the Author of this Book.

EMANUEL.

AMPHITHALAMI,

OR, THE

Accomptants Closet,

Being an Abridgment of (the so called)

ITALIAN BOOK-KEEPING;

Exactly and accurately shewing how to Order, State and Keep

ACCOUNTS,

Either of a publick Farm or a private Estate, *&c.*

Into a single Book, and in an extraordinary short Way, so that at pleasure and without the help of a Waste-book, Memorial, Journal or Annual, Calculation may be made of the Advance or Arrears, Gain and Loss, or the whole Architecture.

A NEW METHOD,

Very necessary and beneficial for all *Lords, Knights, Gentlemen, Commissioners, Treasurers, Comptrollers, Auditors, Merchants, Factors, Farmers,* and *Stewards.*

The Second PART, called *Litera B.*

Composed by

ABRAHAM LISET, Gent.

The *Table* of the ſeveral Accounts of this Book, La B.

A
Account Particular — 7.
Adventure-land in Ireland — 9.

B
Ballance La A. — 1.

C
Capital or Stock — 3.
Caſh — 11.

D

E

F
Forreſt and Manor of Increaſe — 5.
Farmory of Paywell — 9.

G
Goods and Houſes in London — 5.

H
Houſes and Goods in London — 5.

I
Irelands Adventure-lands — 9.

K

L
Land in Ireland called Adventure 9.

M
Manor of Speedwell — 3.
Manor and Forreſt of Increaſe — 5.

N

O

P
Particular Account — 7.
Paywell the Farmory — 9.

Q

R

S
Speedwell the Manor in Suceſs — 3.
Several Houſes and Goods London 5.
Several Ships at Sea — 7.
Stock or Capital — 3.

T

V

W

X

Y

Z

1659		*Ballance* of La A. is *Debtor.*	*folio*	li.	s.	d.
ruary.	1	To the *Stock* for the Principal and a years improvement ——	4	60928	12	—

1659		*Ballance* of Litera A. is *Creditor.*	*folio*	li.	s.	d.
January.	1	By the *Manor* of *Speedwell* in *Sucesſ*	3	5000		
.		—By the *Manor* and *Forreſt* of *Increaſe* in *Somerſet*	5	4000		
.		—By ſeveral *Houſes* and *Goods* in and about *London*	5	15000		
.		—By ſeveral *Ships* at *Sea*, called the *Hope* and *Good-adventure*	7	9000		
.		—By *Account Particular*	7	619	16	8
.		—By *Adventure-land* in *Ireland*	9	3000		
.		—By the *Farmory* of *Paywel*	9	4000		
.		—By *Caſh*, under cuſtody of Mr. *Richard Goodcoin*	11	20308	15	4
			l.	60928	12	—

The *Stock* is *Debtor*. *folio* 3 li. s. d.

1659

The *Manor* of *Speedwell* in *Suceſs* is *Debtor*.

January.	1	To *Ballance* L^a A. for the true Worth and Value thereof according to Eſtimation, Tranſported hither upon a new Account—	2	5000	— —

1659		The *Stock* is *Creditor*.	*folio* 4	li.	s.	d.
January.	1	By *Ballance* L[a] A. for the whole Eſtate and a years improvement, as more circumſtantially may be ſeen upon that Book and Account I place here upon new Account the total of——	1	60928	12	—

Creditor.

1659		The *Manor* and *Forreſt* of *Increaſe* in *Somerſet* is *Debtor.*	*folio* 5	li.	s.	d.
January.	1	To *Ballance* L[a] A. for the true worth and value thereof according to Eſtimation, Tranſported hither upon a new Account	2	4000	—	—

1659

Several *Houſes* and *Goods* in and about *London* are *Debtor.*

January.	1	To *Ballance* L[a] A. for the true worth and value thereof according as they were ſpecified and rated in that Account, Tranſported hither	2	15000	—	—

Creditor	*folio* 6	li.	s.	d.	
Creditors					

1659		Several *Ships* at Sea are *Debtors*.	*folio*	li.	s.	d.
January.	1	To *Ballance* L[a] A. for the value of two *Ships*, viz. one called the *Hope*, of 400 Tuns burthen, and 20 pieces of Ordinance, rated at l. 3000. and the other called the *Good-adventure*, of 600 Tuns burthen, and 60 pieces of Ordinance, according to Estimation, worth with all Appurtenances and Furniture 6000 l.	2	9000	—	—

1659

Account Particular is *Debtor*.

January.	1	To *Ballance* L[a] A. for Transport of that Account hither upon a new one	2	619	16	8

Creditors.	*folio* 8	li.	s.	d.

Creditor.				

1659		*Adventure-land* in *Ireland* is *Debtor.* *folio* 9	li.	s.	d.
January.	1	To *Ballance* L^a A. for 600 Acres of Arable Ground, 12 Miles from *Dublin* towards *Waterford*, rated at 5 l. *per* Acre, according to that Account transported hither——— 2	3000	—	—

1659

The *Farmory* of *Paywel* is *Debtor.*

January.	1	To *Ballance* L^a A. for part of a Debt which the *State* and *Parliament* of *England* did owe me upon publick Faith, 1000 l. to be paid *per annum* in equal portion with 200 l. Intereſt, according to that Account transported hither——— 2	4000	—	—

Creditor.	*folio*	lo	li.	s.	d.

Creditor.				

1659		*Cash* (under cuſtody of Mr. *Richard Good-coin* in *Lumbard-ſtreet*, Jeweller) is *Debtor*. *folio* 11	li.	s.	d.
January.	1	To *Ballance* L[a] A. for ready Mony in ſeveral ſorts of Coin found this day, in being Tranſported hither upon a new Account — 2	20308	15	4

		Cash is *Creditor*	*folio* 12	li.	s.	d.

Several POINTS very neceſſary to be known by a MERCHANT.

ALthough our intention is not to treat at large of Traffick, Commutation and Bartering of Commodities, *&c.* ſince that hath been handled already circumſtantially by Mr. *Gerard Malines*, in a Book called *Conſuetudo vel Lex Mercatoria*, or *The Law Merchant* (whither we refer the Ingenuous Reader;) yet we ſhall ſhew in brief of the principal points, how in caſe of *Negotiation* we may fitly order and ſtate our Proceeding according to the Rule of Equality and Equity. And the thing which induces us thereunto is chiefly, that there are ſome Publick Miniſters and many able Gentlemen, which either have a ſufficient Stock to trade withal for their particular good, or are intruſted with Commiſſions and Commodities of ſome private Friends and Correſpondents from beyond the Seas, but for want of Practical Knowledg thereof, they for the moſt part neglect that Noble Exerciſe; whereas if they would but ſtudy theſe few points fundamentally, it could not but redound to their Renown, Profit and Pleaſure. That is to ſay, The Author's Scope.

1. The Science of *Arithmetick*.
2. The ſeveral *Weights* and *Meaſures* of all Countries, concerning all Commodities and the correſpondence of them.
3. The Science of *Geometry*, and ſome inſpection of *Coſmography* and the *Mathematicks*.
4. The three Eſſential parts of Traffick, being *Commodities*, *Mony*, and *Exchange* for Mony by Bills of Exchange; under which all the Traffick and Trade is performed in all Countries, or by ſome of them, becauſe they are the cauſes of Commerce, whereof the Effects are buying and ſelling of Commodities, receiving and paying of Monies, and delivering and taking of Monies by Exchange, with their adjuncts and accidents in the ſaid courſe of Traffick.
5. The *Goodneſs* of the *Principal Commodities* of all Countries, either ſuperficially for Colour and Beauty, or ſubſtantially for Quality and Uſe, as alſo the weight, fineneſs and valuation of the Monies of all Countries, with the proportion between the Gold and Silver, and the manner of Exchanges made by Bills upon the imaginary Monies invented to make Exchanges between Country and Country.
6. The *Cuſtoms* uſed in the buying and ſelling of Commodities for Mony, or Bills Obligatory, or by way of Commutation or Barter.
7. The *delivering* of Monies at *Intereſt*, or upon *Botomary*, or upon *Lives*, *Annuities* or *Penſions*, in nature of *Rent*, &c.
8. The *Fraighting* and *ſetting forth* of Ships, making of Charter, Parties, Bills of Lading, Invoice, Covenants and Contracts; as alſo the Sea-Laws, to decide all Queſtions and Controverſies which fall out between Merchants and Mariners and owners of Ships.
9. The *Cuſtoms*, *Subſidies*, *Impoſition*, *Tribute* and *Tolls* upon all Commodities Imported and Exported within the Dominions of all Princes and States.
10. The *manner* of making *Aſſurances* upon Goods, Ships, the Perſons of men, or any other things adventured by Sea or by Land; and the *Cuſtoms* obſerved therein between Nation and Nation.
11. The *Keeping* of *Merchants Accounts* by *Debitor* and *Creditor*, and the Calculation of the diverſities of Mony, whereby the ſaid Book of Account is kept.
12. The *Authority* and *Proceedings* of *Merchants Courts*, or *Friors* and *Conſuls*, to decide the differences according to equity, in places where they are kept, or any other Laws Imperial or common to ſome Countries, whereby Merchants Controverſies are determined; with the courſe of Attachment and Sequeſtrations, or Executions and final Determinations by Arbitrators or judicial Decrees, in any Chancery or Court of Equity.

And

And knowing theſe twelve Points you ſhall be able to pleaſe your own mind, and give ſatisfaction of your ſufficiency unto others. For the ſaying is true, *Melius eſt Civitatem ab optima Lege, quàm ab optimo Viro gubernari*; *It is better to govern a City by a good Law, than by a good Man.* And it is better for a Man to be ruled by Reaſon, than by his own Reaſon to ſeek to rule others. But that we digreſs not too far from our ſcope, we ſhall here inſiſt upon ſome few neceſſary points only, referring you for the reſt unto the ſaid *Law Merchant*. Firſt, as for the three Eſſential parts of Traffick, namely, *Commodities*, *Mony* and *Exchange* of Mony by Bills of Exchange. All the Traffick and Commerce between Nation and Nation, or Man and Man, is performed under theſe three Simples, which are properly the Eſſential parts of Traffick, being effected by Number, Weight and Meaſure. And herein is to be conſidered a Tripartite Exchange, that is, Commodities for Commodities, Commodities for Mony, and Commodities for Exchange of Mony by Bills of Exchange. For ſome Merchants do negotiate all for Commodities, others all for Mony, or Exchange, or for all three, or any of them which yieldeth them moſt benefit and gain: and herein is their particular profit or *privatum commodum* more reſpected than the general good of the Commonwealth, whereby corruptible and unneceſſary Commodities are given for ſtaple Wares and durable Commodities, to the impoveriſhing of Kingdoms and Commonwealths. And not only is this Commutation or Exchange abuſed in kind, but alſo in the price, paying too dear for the one, and ſelling the other too good cheap: whereby cometh an over-ballancing of Commodities in price and quality, and not in quantity; whereby in effect Monies are given to boot, and as it were over and above the reaſonable eſtimation of things: and herein is the courſe of Exchange by Bills predominant, and overruling both the courſe of Commodities and Mony, as ſhall be demonſtrated hereafter.

Of the three Eſſential parts of Traffick.

A tripartite Exchange.

Over-ballancing of Commodities.

The *Body*, *Soul* and *Spirit* of Traffick.

For the ſaid three Eſſential parts of Traffick are properly the *Body*, *Soul* and *Spirit* of Commerce, and have their operation accordingly.

The firſt, as the *Body*, upheld the World by Commutation and Bartering of Commodities, until Mony was deviſed to be coined.

The ſecond, as the *Soul* in the *Body*, did infuſe Life to traffick by the means of Equality and Equity, preventing advantages between Buyers and Sellers.

The third, as the *Spirit* and *Faculty* of the *Soul* (being ſeated every where) corroborateth the vital Spirit of Traffick, directing and controlling (by juſt proportions) the Prices and Values of Commodities and Monies.

True it is, that this *Spirit* and *Faculty* of the *Soul*, namely the Exchange for Mony, taketh its original from the *Soul*, which giveth life to the *Body* of Traffick; that is to ſay, The Exchange of Monies by Bills of Exchange is grounded upon Monies, and Monies were invented and made by common conſent to be the Rule and Square to ſet a price unto all things, and the right and true Judg of them, and is therefore called *Publica Menſura* or the *Publick Meaſure* between Man and Man. But ſince the manner of Exchange was invented between Nations and Nations, or Countries and Countries, Monies did only remain the Publick Meaſure within the Realms or Commonweals of every Country, between Man and Man, according to the Valuation of Princes and States impoſed upon Monies: and the Exchange of Monies by Bills became *Publica Menſura* between us and Foreign Nations, and between all Nations in the courſe of Commerce, according to which Exchange all Commodities are bought and ſold. And albeit that the abundance or quantity of Commodities, and the many or few Buyers, or the ſcarcity of Commodities, cauſeth the Prices of Commodities to riſe and fall, and likewiſe that plenty of Mony maketh things dear, and ſcarcity of Mony maketh them good cheap, as a property inherent unto Mony as a true meaſure; yet we muſt obſerve in true order that both Commodities and Mony are paſſive ſince the Exchange was invented, which is only active, and that in Countries where all the Eſſential parts of Traffick are uſed. But howſoever, the Maxim is to be obſerved in the avoiding of the over-ballancing of Commodities in price and quality. *Marcus Cato* therefore ſaith adviſedly, *Oportet patremfamilias eſſe vendacem, non emacem.*

Mony the publick meaſure at home.

Exchange for Monies the publick meaſure between Nations.

Commodities and Mony are things Paſſive.

The State therefore (as the Fathers of the Commonwealth) ought to be ſellers and not buyers, which cometh to paſs when the Expences of their Commonwealth do

not

not exceed their Incomes and Revenues. This is to be effected by keeping a certain Equality in the Traffick between their Commonwealth and Foreign Nations. For Riches being Natural or Artificial, and both ſubject to Number, Weight and Meaſure, the Natural conſiſting in Lands, Vines, Forreſts, Meadows, Cattel and the like; the Artificial in Mony, Gold, Silver, Cloth and all other Manufactures and Houſhold-ſtuff, requireth a certain equality in the true Commutation of things between us and other Nations. And Juſtice being diſtributive and commutative, every man of judgment knoweth that this part is comprehended under Juſtice commutative; and that Traffick conſiſteth of the Land Commodities, and of the Commodities of the Seas, and laſtly, of the Commodities of other Countries and Nations. For God cauſed Nature to diſtribute her benefits or his bleſſings to ſeveral Climates, ſupplying the barrenneſs of ſome things in one Country with the fruitfulneſs and ſtore of other Countries, to the end that interchangeably one Commonweal ſhould live with another.

Natural and Artificial Riches.

Theſe Aphoriſms or ſelected Points are of great importance: for (as is noted before) Gain being the Scope of all Merchants, is procured without regard had to the Commonwealth, the Wealth whereof cannot properly decreaſe but three manner of ways; namely by ſelling our home-Commodities too good cheap, by buying the Foreign Commodities too dear, and by the tranſporting Monies *in ſpecie*, when the Exchange of Monies doth not anſwer the true Value of it, by Bills of Exchange.

Proper cauſes of the decreaſe of Wealth in a State.

For this Exchange is the Rudder of the Ship of Traffick, faſtned upon the Parallel of the Keel of Equity, which doth rule and direct the ſaid Ship upon all the Variations of the Commodities of all Countries. Many men knowing that the Rudder doth govern the Ship, can notwithſtanding give little reaſon of the cauſe of it, but admire to ſee ſo ſmall a piece of Timber have ſo great an operation; yet no man is ſo fooliſh as to attribute that power to the Sails, or any other appurtenances of the Ship, or to the main Body of it called the Hull of the Ship. Great is the Error therefore of thoſe that will aſcribe any effectual operation to the Quantity of Commodities, albeit there was a Traffick and Commerce without either Mony or Exchange for Mony, when the courſe of it was like a Ship ſailing without Rudder or Compaſs.

Exchange the Rudder of Traffick.

Mony may well be compared to the Compaſs, having ſo many variations upon the ſeveral Standards of the Coins of all Countries, and changing continually from time to time in Valuation; Princes and Commonweals taking advantage one againſt another, either to draw treaſure into their Kingdoms and Territories, or to advance the price of their Country Commodities. And Exchange may properly be compared to the Rudder of a Ship, which commandeth the directions of the Compaſs accordingly, and ſo doth the Exchange command the courſe of Mony: for let the Standards of Mony be altered either in Weight, Fineneſs, or Valuation, the Exchange by altering the price (with great facility) according to Equity, is able to meet and over-rule them all.

Monies as the Compaſs of a Ship, and Exchange the Rudder.

The Learned have determined that no argument or diſputation is to be maintained with thoſe that will deny Principles, which by reaſon and common conſent are indiſputable and ſtand of their own Authority: for by an undoubted Principle or Axiom we know that the whole is bigger than his part, that two is more than one, and that two equal things being equally divided into a third are all equal.

Principles or Axioms, what they are.

The Knowledg of the Premiſſes is ſo naturally and viſibly engraffed in the Mind of man as no doubt can be admitted; nevertheleſs there are men ſo intoxicated in their judgments, that being once poſſeſſed of an imaginary Conceit, they will never be removed; as he who asked of his Friend what he ſhould do with an heap of ſtones and traſh to be rid of it? and was anſwered, That he ſhould dig a hole in the ground and bury them: and when the other demanded of him what he ſhould do with the earth he ſhould dig out? he told him he ſhould make the hole ſo much the bigger to put them in both: and he could never be recalled from this Conceit, even in natural and ſubſtantial things, to be felt, ſeen and handled; although that Experience ſheweth, that digging a hole one ſhould hardly put in the ſame earth again without craming and labour, much leſs the other.

To deny the Principle of Exchange and Mony as aforeſaid, may be refuted and proved to be ſo plain an error, as we ſee the hand or index of a Dial to be the thing active,

which

which ſheweth the hour, and the letters are paſſive and immoveable in the action; and ſo are Commodities of the Courſe of Traffick where Exchange is uſed.

Right Merchants are taken to be wiſe in their profeſſion for their own good and benefit of the Commonwealth; for of the ſix Members of all the Governments of Monarchies and Commonweals, they are the principal inſtruments to increaſe or decreaſe the Wealth thereof, as may appear by the deſcription of the following Royal banquet.

The Royal Banquet of great *Britain.*

King *James* conſidering that all Commonweals are furniſhed with Divine ſervice, Arms, Laws, Riches, Arts and Suſtenance, and that the managing of theſe things requireth ſix manner of Perſons, namely, Clergy-men, Noble-men, Magiſtrates, Merchants, Artificers and Husband-men, (which jointly are the Members of all Commonweals) was graciouſly diſpoſed to invite them all unto a Royal banquet, where (after many pleaſing diſcourſes) his Majeſty was pleaſed that every Member of his Commonwealth as aforeſaid ſhould in one only word expreſs the property of his Profeſſion or Calling. Whereupon the Clergy-men did ſay, we inſtruct; the Noble-men, we Fight; the Magiſtrates, we Defend; the Merchants, we Inrich; the Hrtificers, we Furniſh; and the Husband-men, we nouriſh. The King anſwering, uſed theſe or the like Speeches; We do very well approve your Declarations in this brief manner, recommending every one of you to diſcharge your duty accordingly, with a remembrance that We (as your Head) muſt make the Body of the Commonwealth compleat.

Food dear and no Dearth.

But ſeeing fault was found of the general Dearth of all things within his Realm, without any ſcarcity of the ſaid things ſerving for the Back and Belly, we attribute it to you Husband-men, ſaid the King, for Food is dear, and yet there is no Dearth. The Husband-men did excuſe themſelves, and laid the fault upon the Noblemen and Gentlemen for raiſing of their Rents, taking of Farms into their hands, and making of Incloſures. Noblemen and Gentlemen did impoſe the cauſe upon Merchants and Artificers, for ſelling things dearer than in times paſt, which cauſed every man to make the moſt of his own according to his Profeſſion: wherein the Artificers were eaſily diſpenſed withal, conſidering their Labours and Workmens Wages, buying alſo all things dearer. So that the Fault did wholly remain upon the Merchants, who have the ſole diſpoſing of all Commodities Exported or Imported for the good or hurt of the Commonwealth; which cauſed the King to enter into conſideration of the aforeſaid three Eſſential parts of Traffick, namely, Commodities, Mony, and Exchange for Mony by Bills of Exchange.

And Ingeniouſly perceiving that the Vital Spirit of Traffick did conſiſt in the matter of Exchange for Monies, becauſe the ſame is the publick Meaſure between Nation and Nation, and that Gain was the Radical moiſture of Commerce, which had his effectual power in Exchanges: His Majeſty thought good to call divers Merchants to the Conſultation of this buſineſs (being within their Element) to hear their opinion how to remedy the ſaid Inconvenience.

Three manner of Merchants.

Whereupon his Highneſs obſerved three manner of Merchants. The Firſt (which were the greateſt number) were ignorant of the Fundamental reaſons of Exchanges, and being carried with the Stream, never took notice of it, but were guided therein by ignorant Brokers of Exchanges, according to the rule of Foreign Nations. The Second ſort of Merchants were thoſe who did altogether practiſe to make a benefit by Exchange and Tranſportation of Monies, and never did deal in Commodities at home or beyond the Seas, and theſe would not confeſs that there was any abuſe committed by Exchange. The Third ſort of Merchants (being the ſmalleſt number) were men of Wiſdom and Experience, and yet they found the matter of Exchange to be a Myſtery, until examination of the Properties thereof, and then (like good Patriots) they took a care for the Welfare of the Commonwealth. The Firſt ſort he did not regard, becauſe of their Ignorance: The Second ſort he did compare unto Vintners, who are not fit to be made Aſſiſtants in making of Laws againſt Drunkenneſs, and ſo rejected them: But the Third ſort he did imbrace as worthy Counſellors to reform abuſes; and ſome of theſe were of opinion, that by reaſon of the baſe Mony Coined in the latter end of the Reign of *Henry* the VIII. all the Foreign Commodities were ſold dearer, which made afterwards the Commodities of the Realm to riſe at the Far-

Offenders unfit to make Laws.

mers

mers and Tenants hands, and that the ſame was made dearer through plenty of Mony and Bullion which came from the *Weſt-Indies*, and eſpecially, becauſe an ounce of Silver was inhaunced by the ſaid King from forty pence to forty five pence, and afterwards in proceſs of time was valued at threeſcore pence, and that the operation of the ſaid alteration doth ſtill continue. Others ſaid, that the Prices of things being riſen was of no great moment, becauſe it was by Denomination, and not really; for that which was called forty before, was now termed threeſcore, according to the Coins of Silver valued by the ounce as aforeſaid. But the Wiſer ſort did go further, and comparing the Prices riſen of Foreign Commodities, far more than the Prices of our home-Commodities, they did acknowledg that there was an over-ballancing of Commodities, and found that the courſe of Exchange for Monies was the efficient cauſe thereof: For they did obſerve, that as the Elements are joined by Symbolization, the Air to the Fire by warmneſs, the Water to the Air by moiſture, the Earth to the Water by coldneſs; ſo is Exchange joined to Monies, and Monies to Commodities, by their proper qualities and effects, whereby it did appear unto them,

Inhauncing of Silver altereth the price of things.

Firſt, That our Mony being undervalued in Exchange, cauſeth the price of our home-Commodities to be abated, and to be ſold better cheap in Foreign parts, and is alſo the cauſe that our Monies are exported.

Secondly, The Monies being tranſported taketh away the lively courſe of Traffick of our ſaid Commodities, and cauſeth young Merchants to run by Exchanges upon Bills to maintain their Trade, paying great intereſt for Mony, which they cannot take up by their ſingle Bond, as they can do by Bill, taking up the ſame by Exchange without Sureties.

Thirdly, This cauſeth young Merchants and others to make raſh ſales of their Commodities beyond the Seas, to pay their Bills of Exchange, whereby they overthrow the Markets of others, and make them ſell better cheap. So on the contrary, the Coins being over-valued in Exchange, and alſo inhaunced beyond the Seas, cauſeth the Price of Foreign Commodities to increaſe more than our Native Commodities; and our Merchants are compelled (of Courſe) to make return thereby, becauſe they cannot import thoſe over-valued Monies but to their exceeding great Loſs. And by Exchange they find few takers, unleſs it be our young Merchants, which do conſume their Eſtates by Exchanges and Rechanges. For of the ſaid three Eſſential parts of Traffick we have but the uſe of one (as they have obſerved) which is the Buying of Foreign Commodities, to make returns, increaſing therein the Conſumption of the ſaid Wares, and not our own Monies remaining hereby plentiful beyond the Seas; the rather, for that Bills of Debt (as ready Mony) paſſing between man and man, cauſeth with them a lively courſe of Trade, whereby their Commodities are advanced in Price and Sale; neither are they compelled to ſell them but at their Price, becauſe they find Mony at Intereſt, at five and four in the hundred.

This plenty of Mony is daily increaſed by our Merchants trading into *Spain*, and all others who do divert the Royals of *Spain* from us, becauſe of the inhaunſing of Monies beyond the Seas, where they have 25 upon the hundred Gain, when with us they make but 10 *per Centum*.

This Gain is practiſed by Exchange, and would otherwiſe be but imaginary; but is ſtill predominant and over-ruling the Monies and Commodities, according to that known Paradox, That the imaginary Monies ſuppoſed in Exchange for Mony, made by Bills of Exchange, do over-rule the courſe and property of Real and Subſtantial Monies *in ſpecie*. For the Merchants valuation of Monies in Exchange doth over-rule the States valuation of Monies: For when the State hath valued the ſhilling piece at 12 d. Merchants under-value the ſame in Exchange at 11 d. half-peny, and 11 d. not only in the price of Exchange, but alſo receiving beyond the Seas the inhaunſed Monies above their values, and not valuing of them in Exchange accordingly, and which is done for ſo many ſeveral places, being grounded upon the Weight, Fineneſs and Valuation of the Mony of each Country according to the *Par*, which is Value for Value; and ſo is our Exchange of *England* grounded upon the Weight and Fineneſs of our Monies aforeſaid, and the Weight and Fineneſs of the Monies of each other Country,

The true grounds of Exchanges according to *Par pro Pari*.

try, according to their ſeveral Standards proportionable in their Valuation, which (being truly and juſtly made) maketh the price of Exchange for every place, according to the Denomination of the Mony, whereupon all Exchanges are made.

The manner to calculate Exchanges.

Theſe Exchanges do much differ in the name and proportion between the Gold and Silver, obſerved in moſt Countries; ſo that we are to examin and compare our Weight aforeſaid with the Weight of other Countries, and the fineneſs of the Sterling Standard with the fineneſs of the ſeveral Standards of the Coins of other Countries; and if we differ not from them in the proportion between the Gold and Silver, then may our Exchanges run at one price both for Gold and Silver, taking the Denomination according to the Valuation of Monies of each Country; and hereby ſhall we find how much fine Silver or Gold our pound Sterling containeth, and what quantity of other Monies, of *Germany*, *Italy*, *France*, the *Low-Countries*, *Eaſtland* and elſewhere, we are to have in Exchange to countervail the ſame in the like Weight and fineneſs anſwerable to ours, be it by the Pound, Doller, Ducat, Crown, or any other imaginable or real Coin, giving always Value for Value, and receiving the like, which is called *Par*. But this courſe of Exchange being of late years abuſed, and (as it were) made Merchandize, doth over-rule the courſe of Commodities and Monies by riſing and falling in price, according to plenty and ſcarcity of Mony, and in regard of diſcrepance and diſtance of time and place: which made ſome Merchants (by miſtaking) to compare the courſe of Commodities and Exchange to be alike; as if the meaſure of a thing and the thing meaſured thereby were all one. For even as Mony is *Publica menſura* or the Publick meaſure within the Realm between man and man, ſo is Exchange for Monies the Publick meaſure between us and Foreign Countries for all Commodities bought and ſold; which therefore requireth a certainty in the Calculation of the *Par* aforeſaid, admitting nevertheleſs an advantage above the ſame, upon occaſions on either ſide.

Imaginary and Real Coin. *Par* of Exchange.

Exchange the publick meaſure of Nations.

The manner of Exchange.

This Exchange is properly made by Bills, when Mony is delivered ſimply here in *England*, and Bills received for the ſame, to have the payment thereof in ſome other Country beyond the Seas, or when the like is done beyond the Seas and the Mony is received here in *England*, and that upon a certain price agreed upon between party and party, which is termed the price of Exchange, whereof Merchants have the only and whole diſpoſing, and buy and ſell their Commodities beyond the Seas accordingly: without that few or none of them do look into the Nature of Exchange, as aforeſaid, but only to the preſent Object, which is to know how the price of Exchange goeth at the time when they have occaſion to deal therewith: howbeit ſuch Merchants as never or ſeldom deal for Commodities, but altogether for Mony by Exchange, have another obſervation therein; and Merchants that will be Exchangers indeed, muſt know perfectly the Weight and Fineneſs of our *Engliſh* Coin, and of the Foreign Coin alſo, and compare the ſame together to make the ſaid Calculation of Exchanges; wherein they are not to be directed by the Valuation which is uncertain and inconſtant, much leſs by the Toleration of Monies beyond the Seas to go currant above the ſaid Valuation: ſo that by Authority they ought to be governed and directed herein, declaring the true Value for Value or *Par pro Pari*, as the very foundation of all Exchanges; becauſe this is not a fit Study for every Merchant's capacity, and may be done nevertheleſs with great facility, and without interruption of Traffick, as ſhall be declared.

Valuation of Mony beyond the Seas inconſtant.

Weight of Mony in Exchanges.

But to come firſt to the Particulars concerning Weight, we are to know that in all places beyond the Seas they uſe for their Monies (both of Gold and Silver) the mark Weight of eight ounces, with the diviſion of twenty peny Weight, or twenty *Engliſh*, ſo called beyond the Seas, and the ſubdiviſion of twenty four grains here, or thirty two azes or grains there. Theſe 8 ounces compared unto our pound-weight *Troy* of 12 ounces, are within a little all one, ounce for ounce in weight. But upon the pound of twelve ounces, as aforeſaid, which is one marke and a half weight of theirs, it is found that in the ſaid proportion of a pound our weight is heavier than the weight of *Germany* and the *Low-Countries* by three peny weight; and then the weight of *France*, *Italy*, *Spain* and *Scotland*, by four peny weight: all which may be conſidered in the price of Exchange, in allowing more or leſs for the *Par*, according as the foundation of the Exchange lieth, either upon our twenty ſhillings Sterling, or upon their Crown, Ducat,

Doller,

Doller, Florin, or other Coin, which is properly the Head or *Radix Cambii*, whereupon Exchanges were made. This weight is to be conſidered in the weight of the piece of Coin, and from the pieces to the number of them in the mark or pound-weight aforeſaid. The Head of Exchanges, or *Radix Cambii*.

Concerning the fineneſs of Mony to be Calculated in Exchange, the ſame is known by weight, for it muſt be diſtinguiſhed thereby; that is to ſay, we ought to know how much fine Silver or fine Gold there is in the mark or pound-weight of the ſundry Coins of the ſeveral Standards of Mony of all Countries where Exchanges are made between us and them; and to Calculate the ſame upon the pound Sterling for ſome places, or upon the Crown, Ducat, Doller, Florin, and other imaginary Coins for other places, to the end we may have fineneſs anſwered by weight. Fineneſs of Mony in Exchanges.

To underſtand the Premiſſes, let us ſuppoſe that a Merchant ſtranger cometh into *England*, and bringeth with him many unknown and ſtrange Coins to have the Coin of the Commonwealth for it according to Value for Value, by weight and fineneſs, and that the ſaid Merchant (having weighed the ſaid Coins) hath a ſufficient knowledg of the quantity of the fine Silver and Gold which is contained in the ſaid weight, and his deſire is to have the ſame anſwered unto him by the like weight, and by the like fineneſs in weight in Monies of the Commonwealth. Herein (no doubt) he will be aſſured what fineneſs or fine Silver and Gold there is in our Monies, and that he may have the ſame by weight in the ſaid quantity of Coins, whereupon (after the weight of our Monies) he will Calculate diſtinctly what quantity of Silver and Gold there is in the ſaid Monies, and what quantity of Copper, and ſo will require the full quantity both of the Silver and Gold, and of the Copper accordingly. So is it with the matter of Exchange, grounded upon the very Value of Coins; if there were no valuation whereby the price of Coins is baptized and named, which giveth a Denomination of price unto the ſaid Coins, or unto the Exchanges of the ſaid Coins, which in the matter aforeſaid maketh the ſaid price of Exchange. The manner to examin the Weight and Fineneſs of Mony.

But ſo long as the Calculation remaineth upon weight and fineneſs, without reſpect had to the Valuation, ſo long may we eſteem the ſaid Coins to be in the nature of Materials or Bullion, that is to ſay, prohibited Monies to be currant, which Foreign Nations call Bullion, as it were unlawful and fit to be melted down, from whence the word Bullion is derived; or which other Nations call the Materials, or Maſs of Gold and Silver, even as Copper is called Allay or mixture thereunto. Definition of Bullion and Allay.

Concerning the Valuation and Denomination of Monies, which gives a rate and price unto Exchange, even as it doth unto the ſeveral Species of Mony in their kind, we ſhall in his place hereafter treat thereof. Valuation of Mony in Exchange.

Concerning the Proportion between the Gold and Silver in the ſaid Exchanges, we are to obſerve, that when the Proportion between the Gold and Silver was 12 to one, or one pound of Silver to an ounce of Gold (which is now 13 $\frac{1}{3}$ to one,) then the enſuing Calculation in Exchange was true, namely, to account 8 Carrats of fine Gold, or four ounces of fine Silver for 20 ſhillings Sterling, reſerving in the ſaid rate a reaſonable gain for the Merchants towards their gains and charges. But now that the ſaid proportion is altered, and that 13 ounces and $\frac{1}{3}$ part, or four peny weight is appointed to be given for one ounce; of neceſſity it followeth that the Silver is undervalued, and the Gold advanced: ſo that in matter of Exchange there ariſeth a twofold Conſideration, the one to be eſtabliſhed in *Par*, according to the Gold Coins, and the other after the Silver Coins. And this meaſure of Exchange between us and Foreign Nations is very tender and delicate; yet Merchants occaſions in the courſe of Traffick do exceed the ſaid limitation upon plenty or ſcarcity of Mony, and the many deliverers or takers up of the ſaid Monies according thereunto, which is proper to confirm the mutability of Exchanging above the ſaid *Par*, but never under the ſame: For it is like unto the needle of the Compaſs, which hath been touched upon the fixed North Star. Proportion between Gold and Silver in Exchange made in *England*.

Some Merchants are ſo far wide from the Knowledg of the Value of Coins, and the Exchanges made thereupon, that they are of opinion, that there can be no certain rate or *Par* of Exchange ſet to anſwer juſtly the Value of Coins in Foreign parts, by reaſon of the diverſity and diſproportion of the Coins of Gold and Silver, and their intrin-

ſecal and extrinſecal Values. But theſe Merchants are to underſtand that the Monies of all Countries have a proportionable Valuation relative within themſelves, according to their ſeveral Standards for weight and fineneſs; only the ſmaller and baſer Coin have ſome little known advantage, which may be conſidered of in Exchange, if there be cauſe that the quantity of thoſe Monies do exceed the bigger and finer Coin. This conſideration hath been had heretofore, and eſpecially in the *Par* agreed upon between the *Low-Countries* and *England*, in the year 1575, when upon the *Philip* Doller the Exchange was at twenty five ſhillings the *Par*, and the ſmall Monies would exceed twenty ſeven ſhillings and upwards, but the quantity did not ſurmount the better Coin. The like was upon the *Par* agreed upon with the States of the United Provinces, *Anno* 1586, at 33 ſhillings 4 pence; and with *Hamborough* and *Stoade*, to 24 ſhillings 9 pence *Lubiſh* upon the Rix-doller of 33 ſhillings, or 9 marks four ſhillings for our pound Sterling of 20 ſhillings, making 4 Dollers and one half to anſwer the ſaid *Par*, which Doller is inhaunced ſince to 54 ſhillings, and we receive now but 4 Dollers for the ſame, and ſo for other places accordingly.

Proportionable valuations of Monies, for Exchanges to be made accordingly.

As for the Revolution of Buying and Selling of Commodities by the courſe of Traffick, we ſhall inſiſt here upon the ſaid Mr. *Malines* in that behalf, having purpoſely omitted in our ſeveral Accounts of Goods, Commodities and Commiſſions, to write any thing of it for the information of the Practitioners. Even as the whole Commerce and Traffick conſiſteth of our Land-Commodities, and ſome Fiſhing on the Seas, and of the Commodities of Foreign Nations: ſo from hence followeth an efficient cauſe of a kind of Revolution in the Buying and Selling of Commodities; becauſe the Commodities of one Country growing rank and abundant, are tranſported into other Countries, in whoſe ſtead needful Commodities of thoſe Regions are returned thither, which is a Neighbourly lending between Kingdoms and Countries. For, as is noted, God cauſed Nature to diſtribute her Benefits or his bleſſings to ſeveral Climates, of divers things found in ſome places that are not in other places, to make an interchangeable courſe of the ſaid Commodities by way of Merchandizing.

Of buying and ſelling of Commodities.

This Revolution of Trade may be illuſtrated by the conſideration of the ſeveral means whereby the ſaid Buying and Selling are effected.

Sundry means of buying and ſelling.

1. The firſt is buying with ready Mony, which is commonly the beſt, and with moſt advantage, for Commodities are ſold better cheap: wherein the Knowledg of the goodneſs and neceſſary uſe is requiſite.

For ready Mony.

2. There is alſo a Buying and Selling of Commodities payable at ſome limited time or times of payment, or partly ready Mony, and partly at times: and the difference of price herein is commonly above ten upon the hundred more or leſs, as the rate of Monies at Intereſt is in the places of Commerce, where the ſaid Commodities are ſold and bought, and according to the plenty of Mony extant, unleſs the ſuperabundance of Commodities do alter the ſame, eſpecially if the Commodities be periſhable by Corruption, Time and Accidents: ſo that the Condition, Quality or Goodneſs of the Commodities is much to be reſpected. Which was the cauſe that when Commodities did abound at the firſt, and the wealth of man was deſcribed by Cattel, and other periſhable things; all kind of Metal (as being durable) was moſt eſteemed, and the pureſt Metal taken to be fitteſt to make Monies of.

At time.

3. There is another Buying and Selling of Commodities, to be paid by Bills of Exchange, that is to ſay, the Buyer giveth a Bill of Exchange, or many Bills to be paid by Exchange in another place. As for Example, one buyeth 500 pounds-worth of Commodities in *London*, which are accounted in price as if he had bought them for ready Mony, and doth give unto the Seller of the ſaid Commodities one or more Bills of Exchange for *Antwerp*, *Amſterdam*, or any other place, to be made according to the price of Exchange, which is made or ought to be made according to the Value of the Monies of one Country, and the Value of the Monies of other Countries, by weight and fineneſs, and that according to the diſtance and diſcrepance of the time and place, where and when the ſaid Monies ſhall be paid by the Buyers Friend, Factor or Servant; and ſo the ſaid Bill or Bills of Exchange are paid accordingly for the Commodities ſo bought.

By Bills of Exchange.

4. Another Merchant having Mony in Banks or the Bankers hands at *Amſterdam*, or any

any other place where Banks are kept, buyeth ſome Commodities in the ſaid places, and caſting up what the ſame doth amount unto, he goeth to the Bank, and aſſigneth the Seller of the ſaid Commodities to receive ſo much Mony there, and the Bank (accepting thereof) giveth him ſatisfaction in the payment he makes unto others, according to the manner of Banks.

By Letter of Credit.

5. Another buyeth ſome Commodities there, or in any other place beyond the Seas, and for that purpoſe he hath a Letter of Attorney, called a Procuration or a Letter of Credit, either from his Maſter or any other here at *London* or elſewhere, who upon his Credit hath promiſed thereby to pay the Value of the ſaid Goods in ſome place beyond the Seas, according to a price of Exchange agreed upon between the parties here (and the like is done beyond the Seas to be paid here) which is ſtill according to the Value of Monies in both parts, anſwerable to weight and fineneſs by way of Exchange; and the like is done between *London* and *Exceſter*, *Plymouth*, *Yarmouth*, and many other places, upon the very ſame and uniform Coin, by Letters miſſive between Merchants here and there.

For Bills Obligatory.

6. The moſt uſual Buying and Selling of Commodities beyond the Seas, in the courſe of Traffick, is by Bills of Debt, or Obligations, called Bills Obligatory, which one Merchant giveth unto another for Commodities bought or ſold, which is altogether uſed by Merchants-adventurers at *Amſterdam*, *Middelborough*, *Hamborough*, and other places: for when they have ſold their Cloths unto other Merchants or others, payable at 4, 6, 8, or more Months, they preſently transfer and ſet over theſe Bills (ſo received for the payment of their Cloths) unto other Merchants, and take for them other Commodities at ſuch prices as they can agree with the Seller of them, be it Velvets, Silks, Sattins, Fuſtians, or any other Wares or Commodities, to make return of the provenue of theirs; and ſo ſelling thoſe Foreign Commodities here in *England*, they preſently buy more Cloths or other *Engliſh* Commodities, and continue a Revolution of Buying and Selling in the courſe of Traffick and Commerce, being ſo (in effect) as may be illuſtrated by Example.

Example of the Revolution in Traffick.

Suppoſe that A. B. the Clothier ſelleth to C. D. the Merchant one Pack of Cloths for the ſum of one hundred pounds payable at ſix Months, and doth condition with him to make him a Bill in the name of ſuch a man as he ſhall nominate unto him; A. B. the Clothier buyeth of D. E. the Gentleman ſo much Wool as amounteth to one hundred pounds, and doth intend to deliver him the Bill of C. D. the Merchant in full payment of his Wools, and to cauſe the payment to be made in his (this Gentleman's) name: but D. E. the Gentleman cauſed him to make the Bill payable to F. G. the Mercer, and the Mercer is contented with the like Condition to accept thereof; but cauſeth the ſame to be made payable to C. D. the Merchant, of whom he buyeth his Velvets and Silks, and ſo in payment of them, he delivered him (by an intermiſſive time) his own Bill which he firſt ſhould have made to the Clothier. And herein you are to note, That in the buying by Bills, it may be made payable to the Clothier or to the Bearer thereof, and ſo all the parties are Bearers thereof, unto whom the ſame is ſet over by tradition of it only, which by a retrograde examination will appear; and this is called a Reſcounter in payment, uſed among Merchants beyond the Seas, and ſeems ſtrange unto all men that are ignorant of this Cuſtom, and yet do they perceive a reaſon for it, and cannot deny the commodiouſneſs thereof. For if the party that hath ſuch Bills will not ride out (as they ſay) the time of payment of the Bills, he may go to another man and buy other Commodities therewith, as if it were with ready Mony, the time only conſidered: Nay more, if he will have ready Mony for theſe Bills, he may ſell them to other Merchants that are monied men, (abating for the intereſt for the time, and commonly one Month over) according to the rate, as they can agree, and as Mony is plentiful they ſhall have Mony at all times to employ in Commodities, or to deliver by Exchange, or to pay Debts withal, or to carry home *in Specie*, or for any other purpoſe at their pleaſure: which is commodious for young Merchants having ſmall ſtocks, as alſo for all men upon all occaſions; for it is properly as Mony paid by aſſignation, whereby very great matters are compaſſed in the Trade of Merchandize, the Commodities are ſooner vended in all place, the Cuſtoms and Impoſitions of Princes and States do increaſe, the Poor

General benefit by ſetring over of Bills of Debt.

and

and Mechanical People are ſet on work, men are better aſſured in their payments, the counterfeiting of Bills and differences are prevented; the more Commodities there are ſold, the leſs ready Mony is tranſported, and Life is infuſed into Traffick and Trade for the general good. And herein we ſee and may obſerve, That things which be indeed, and things which are not indeed, but taken to be indeed, may produce all one effect; and every man is enabled with his own means and Credit to augment Commerce.

Is not practiſed in *England*.

This laudable cuſtom is not practiſed in *England*, becauſe the Common-law is directly againſt ſuch Courſe; for they ſay there can be no alienation from one man to another of Debts, *Choſes en Action*, and ſuch whereof no property can paſs by aſſignment or alienation. But for all that, it might (with great facility) nevertheleſs be eſtabliſhed, and would be very beneficial to the State and the Commonwealth in general.

There are other manners of Buying and Selling of Commodities by Contracts and upon Conditions and Caſualties, which for brevity ſake, and that we conceive them ſuperfluous in this place, we ſhall omit at preſent, and refer the Practitioner to the ſaid *Law-merchant*.

Of Factors and Servants, and Commiſſions given unto them.

But having at firſt promiſed to give you ſatisfaction concerning Commiſſions and Factorage, we ſhall hint here ſome things in that behalf, as of Factors and Servants, and Commiſſions given unto them, to the end you may govern your ſelves accordingly in the managing of your Accounts and Particular affairs.

The difference between a Factor and a Servant conſiſteth chiefly in this, That a Factor is created by Merchant Letters, and taketh Salary or Proviſion of Factorage; but a Servant or an Apprentice is by his Maſter entertained, ſome receiving Wages yearly, and ſome others without Wages. A Factor is bound to anſwer the loſs which hapneth by over-paſſing or exceeding his Commiſſion; whereas a Servant is not, but may incur his Maſters diſpleaſure. For albeit that the *Spaniſh* Proverb is, *Qui en paſſa Comiſſion, pierde proviſion*, That he that exceedeth his Commiſſion ſhall loſe his Factorage: the Caſe is altered long ſince by the Cuſtom of Merchants, and now it is, *Subolca la paga*, his Purſe doth pay for it. Factors therefore muſt be very careful to follow the Commiſſions given them very orderly and punctually; and becauſe Merchants are not able to preſcribe every thing ſo exactly unto their Factors as is convenient, it behoveth them to make good Choice of the Perſons which they do imploy, for their welfare dependeth upon Traffick: otherwiſe the Factor groweth rich, and the Merchant poor, becauſe his gain of Factorage is certain, howſoever the ſucceſs of Merchants imployment doth prove. But having a good Factor, which word Good implieth all and more than an honeſt Factor, who may be honeſt, and nevertheleſs ſimple in his proceedings, and others alſo may be wiſe and not honeſt; this Good Factor therefore may be truſted, and all Commiſſions given unto him may be ample, with addition of theſe words, Diſpoſe, Do and Deal therein as if it were your own. And this being ſo found, the Factor is to be excuſed although it ſhould turn to loſs, becauſe it is preſumed he did it for the beſt, according to his diſcretion, which is and ought to be the trueſt Director, making a conſcience to ſee their Maſters loſe, if they can prevent it; but being limited to the contrary, they can but grieve when their counſel and adviſe doth not take place, either in the ſelling of Commodities in time, foreſeeing a greater loſs, or buying ſome Commodities dear over-haſtily, alſo in keeping a Commodity without purloining the ſame; ſometimes upon a paſſionate humor, as a Merchant of *Amſterdam* did of late years to his Factor in *London*, for being a loſer by ſome *Spaniſh* Wines, by writing in theſe words, *My will is, that upon the receipt of this my Letter, you go to the next Ironmonger and buy a Hammer, and run into the Celler, and ſtrike out the Heads of all the Butts of Wine, and let it run into the Celler; for ſeeing the Devil hath eaten the Horſe, let him have the Bridle too.* The Factor did herein uſe his diſcretion, and kept the Wines, which he afterwards ſold to benefit; for he remembred that Loſers have leave to ſpeak.

Alteration of the caſe with Factors.

Ample Commiſſions with an addition.

A paſſionate Commiſſion.

Difference by Law between a Factor and a Servant.

Factors do deal moſt commonly for divers men, and every man beareth the hazard of their actions. But if a Servant do deal for others by his Maſters direction, and they break, the Servant can be no loſer, for he is taken to have no other Credit but his Maſters: which is the cauſe that Intimations, Citations, Attachments, and other lawful courſes are executed againſt Servants, and take no place againſt Factors, unleſs

less they have procurations. Now let us set down such Observations as Factors ought to know.

Observations concerning Factors.

IF a Factor do sell at one time unto one man several parcels of Commodities or Goods belonging to divers mens Accounts, to be made jointly in one or more payments, without any distinction made by the Buyer for what parcels he payeth any sum in part of payment of the said Debt, weekly or monthly, as Shop-keepers do, then is the Factor to make a proportionable distribution of the Monies so received upon every mans Account, according to the Sum that every mans parcel sold did amount unto, until all be paid: and if any Loss doth happen, or that all be not paid, the said Loss is to be distributed upon every mans Account accordingly. Commodities bought and sold.

If a Factor doth sell afterwards more Goods to the said man, or any other who is already indebted for other Commodities formerly bought as aforesaid, be it for his own Account, or for other mens Accounts, and in the interim receive some more Monies in part of payment, and account between them; then is the said Factor to distribute the said Monies as before, until the said old and precedent Debt be first paid, unless there were cause of controversie for them, or that the payment were indorsed upon the Bill made for the latter Goods sold unto that man: for that Bill may be transferred or set over unto another man, and so is he not the receiver of that Mony, but the other man.

If a Factor sell Goods to another man payable at time for his own Account, and receiveth the Mony for the same at the time of payment, and in the mean time letteth other mens Monies remain in that mans hands unpayed, for Goods by him formerly sold, this Factor is to be answerable for that Mony unto those other men, although he should never recover one peny of it. For he cannot without fraud bear with the non-payment of other mens Monies after they be due, and procure the payment of his own Mony, to another mans loss and prejudice.

In like case, If a Factor do sell unto a man certain Goods of another mans Account, either by it self or among other parcels, and this Factor giveth not advice unto the Owner or Propietary of the sale of the said Goods, but afterwards (having had more dealings with that man, in selling of Goods and receiving of Monies) this man becometh insolvent; the Factor is to make good that Debt for the said Goods so sold, because he gave no advice to the Owner of the sale of the said Goods at convenient time, even as if he had sold those Goods unto a man contrary to the Commission given unto him; for the Salary of Factorage bindeth him thereunto.

If a Factor by Order or Commission of a Merchant do buy any Commodities above the price limited unto him by the said Merchant, or that they be not of that sort, goodness or kind as he willed to buy; this Factor is to keep the same for his Account proper, and the Merchant may disclaim the buying of them. The like he may do if the Factor having bought a Commodity according to his Commission, do Ship the same for another place than he hath Commission to do.

If a Factor do sell a Commodity under the price limited unto him, he is to make good the loss or difference of the price, unless he can give a sufficient reason for his so doing: wherein he is to consider the disposition of the Merchant for whom he deals, as is before noted.

If a Factor buy Commodities according to his Commission, and afterward the price of them riseth, and thereupon fraudulently he ladeth them for another place, contrary to his Commission, to take the benefit thereof, in this case the Merchant shall recover damages of the said Factor by the custom of Merchants, upon proof made thereof.

If a Factor by the advice of a Merchant do buy a Commodity for that Merchants account, with the said Merchants Mony or by his Credit, and the Factor giveth no advice of it to the said Merchant, but doth sell the same Goods again for his own benefit and gain; the Merchant shall recover this benefit of the said Factor by the Office of Prior and Consuls, according to the custom of Merchants, and he shall be moreover amerced for his fraud.

If a Factor do ſell another mans Commodity to a man diſcredited, who cannot uſually (as before) buy Commodities at the ordinary price, as other men, and it falleth out that this man breaketh, the Factor ſhall pay for the ſaid Goods, as it ſhall be thought they were worth; unleſs he can prove that he was ignorant of the parties weak Eſtate and Credit, or that he ſold him Goods of his own account alſo, which argueth plain-dealing, or that he had Commiſſion of the other man to deal for him, as if it were for his own proper Goods, as hath been declared. And yet in this caſe he cannot Barter any of the ſaid Commodities for other Commodities, but he muſt have expreſs Commiſſion and Order for it from the Merchant; neither can he transfer or ſet over any Bills Obligatory in nature before declared. For albeit this manner of Commiſſions given to Factors is very large, yet it containeth certain reſtrictions and limitations in every Merchants underſtanding.

Barter.

Bills of Debts.

Cuſtoms. If a Factor ſhall by a falſe entry in the Cuſtom-houſe, either unawares or of purpoſe, conceal part of the Cuſtom, without conſent or privity of the Merchant, whereby the Goods become forfeited to the State; the ſaid Factor ſhall bear the loſs of them, and anſwer the Value thereof unto the Merchant, as they did coſt, if it be for Goods to be Tranſported; or as they might have been ſold, if it be for Goods to be Imported.

If a Factor or Merchant do colour the Goods of Merchant-ſtrangers, in paying but *Engliſh* Cuſtoms (although he did bear the adventure of the Seas for the ſaid Goods) he runneth into a Penure, and forfeiteth all his Goods unto the State, and his Body to perpetual Impriſonment.

If a Factor by a Letter of Advice, or by an invoice of Commodities which the Merchant ſendeth, doth make a ſhort entry into the Cuſtom-houſe, the Goods not entred ſhall be loſt, but the Factor cannot be charged with the ſame.

Prohibited Commodities. If a Factor make return unto a Merchant for the provenue of his Commodities ſold, in prohibited Goods which may not be tranſported, and have no Commiſſion from the Merchant to do the ſame, he ſhall bear the loſs of thoſe Goods, if they be ſeized upon for the State, or taken as forfeited. But if it be upon Commodities to be Imported, the Factor is in no fault; howbeit he ought to give advice to the Merchant, what Commodities are forbidden to be Imported or Exported, according to the pleaſure of the State which are abſolute Governors in their Havens, Harbors, Ports or Creeks.

Monies. If a Factor commit any unlawful act by the direction of the Merchant, be it for the Tranſportation of Gold or Silver into the parts beyond the Seas, or otherwiſe, and if it happen thereupon that the ſame be taken, the Merchant beareth the loſs: and yet the Factor is ſubject to pay treble damages by the Law, if it be followed within the year; or may be fined for the ſame although it be many years after.

If a Factor do pay Mony for a Merchant (without Commiſſion) to another man, it is at his peril to anſwer for it: and if he deliver another mans Mony at Intereſt, and take more than the toleration of the Statute (which is ten in the hundred by the year) whereby the ſaid Statute againſt Uſury taketh hold of him, and the Mony is loſt; the ſaid Factor is to be charged therewith, and to make good the Mony unto the Merchant.

Loſt goods. If a Factor having received other mens Goods or Monies into his Cuſtody be robbed of the ſaid Goods and Monies, he is to bear the loſs, and to make good the ſame unto the Merchant; but not in caſe where the unmerciful Elements of Fire and Water ſhall deſtroy the ſaid Goods or Monies, or where a Town is Sacked or Pillaged: which is always to be born by the Owner or Proprietary of the ſame.

Damnified Commodities. If a Factor buy a Commodity which afterwards becometh damnified by ſome accident or caſualty, whereby the Merchant (for whoſe account he bought the ſame) becometh a loſer; that Factor is not to be charged with any part of the loſs. But if the Commodities were damnified before, then he is to bear ſome part of the loſs, although it hapned to be known afterwards. A Factor bought for a Merchant of *Amſterdam* one hundred Tuns of Allom, which came from *Civita Vecchia*, laden with ſome *Candia* Oil, whereof ſome part was ſpilled upon the ſame Allom; afterwards the ſame being mingled together, was ſold and tranſported to *Amſterdam*, and there ſold to the Dyers of *Harlem*, *Amſterdam* and *Rotterdam*, who uſing the ſame, found their Cloth ſtained in divers places; for where the Oil touched, there the colour could not take, ſo that they became

became great loſers, as appeared by divers Teſtimonies. The Factor did thereupon demand reparation of Damages of him who had ſold him the Allom, and the Merchant did the like of the Factor, for there was above 300l. loſt: whereupon the matter was much debated amongſt Merchants both here and beyond the Seas, and they did deliver their Parecer or Opinions in writing; and it being found that the Factor had knowledg that ſome Oil was ſpilled upon the Allom, and he nevertheleſs bought the ſame, he was adjudged by the Sentence of Merchants to pay the one half of the ſaid loſs, and the other part was born between the Dyers and the ſaid Merchant of *Amſterdam*; and he that ſold the Allom was cleared and fully paid. So that in theſe caſes the circumſtances and accidents are to be conſidered. The Parecer of Merchants.

If a Factor do receive Mony for other mens Accounts, which afterwards are decried, or ſome loſs doth happen by Exchanging the ſame, be it upon Copper Monies, or Light Gold taken for Merchandizes ſold; every man is to bear that loſs proportionably according to his Sum, and the Factor is to ſuſtain no Damage thereby, unleſs it were for falſe Coin by him received, which he is bound to know. Loſs by Mony.

If a Factor be required by a Merchant's Letter of Credit to give Credit unto others, he muſt look very preciſely to obſerve the ſame accordingly: which Letter of Credit is either ample, or reſtrained to certain Conditions and Limitations of time, place, perſons, ſums and many other circumſtances. If it be ample, then is it dangerous for the giver of the ſaid Letter of Credit, and may alſo procure a loſs to fall upon the Factor; wherein conſideration muſt be had both ways. Suppoſe A.B. of *London* writeth his Letter to C. D. of *Antwerp* in theſe words; *If E. F. of* Amſterdam, *or any other of my Friends there, draw by Exchange upon you any ſums of Mony, it may pleaſe you to follow his and my Friends order: I will be your warrant for all, and have a care that all ſhall be accompliſhed orderly.* C.D. of *Antwerp* the Factor in this caſe doth accept from time to time many Bills of Exchanges, and payeth them accordingly, and taketh up the Mony (by the direction of E. F. of *Amſterdam*) for *Spain* and other places, and ſo continueth the ſame for a long time, by way of Rechange from one place to another, upon the ſaid Credit of A.B. of *London*. At laſt this Factor C.D. becometh ſuſpicious, becauſe of this long continuance of Mony by Exchange and Rechange, and writeth unto the ſaid A.B. of *London*, to know whether he is contented to continue his former Credit by him given to E.F. of *Amſterdam*? A.B. continueth the ſame, but with a limitation to a certain ſum, not knowing what ſum of Mony the ſaid C. D. was ingaged for the ſaid E.F. of *Amſterdam*, for C. D. gave him no notice of it at that time: hereupon it falleth out that E. F. of *Amſterdam* becometh inſolvent, and being much indebted to C.D. the Factor at *Antwerp*, this Factor requireth his ſatisfaction at the hands of A. B. of *London*, according to the former Letter of Credit. A. B. doth anſwer, That he had reſtrained and limited the ſaid Credit to a certain ſum, which indeed did cut off all former matters, ſeeing C. D. gave him no notice of the Monies owing before, and A.B. was only to anſwer for the Mony which was taken up by the ſecond Letter of Credit, according to the ſum limited; otherwiſe A.B. had been cleared of all. But if C. D. did continue theſe Monies by Exchange and Rechange upon the Credit of A. B. and the Factor (with him he had correſpondence) doth become abſolvent, and thereby C. D. the Factor is damnified, and payeth the Monies running by Exchange, or is bound to pay the ſame; this Factor is to be ſaved harmleſs by A. B. becauſe he took up or cauſed to be taken up the ſaid Monies originally; ſo that his Credit was the efficient cauſe of it, and the Factor is to be regarded herein in all reaſon. Letter of Credit. Exchange and Rechange. Limitation of Letters of Credit. The efficient cauſe ways to be regarded.

If a Factor do accept Bills of Exchange of a Merchant, with order to Rechange the ſame again upon him, or to take it up by Exchange for another place where he the ſaid Factor ſhall find it to be for the moſt benefit of the Merchant; if this Factor take up the ſame according to his beſt skill and knowledg, although it be found contrary to the Merchants intention, the Factor is not to be charged, and the Merchant is to ſave him harmleſs for the Principal, with Exchange, Rechange, and all charges of Factorage.

If a Factor do make over Mony for another mans Account by Exchange unto another man or Merchant, before he hath notice that this Merchant is broken, and the Bills

of Exchange are not due; this Factor hath Authority to countermand the payment of this Mony, although the Party to whom this Bill of Exchange is directed had accepted the ſame. And if the ſaid Party ſhould pay the ſame before it was due, he is to repay the ſame again to the ſaid Factor, as having paid it to his own wrong, contrary to the cuſtom of Merchants in Exchange.

Fraighting of Ships. If a Factor do freight a Ship for ſome Voyage to be made, going and coming, for a Merchants Account, and by his Commiſſion and Order, whereof a Charter-party of freightment is made by Indenture between him and the Maſter of the Ship; this Factor is liable for the performance thereof, and to pay the freight of all things accordingly. But if the Ship be only freighted outwards, and the Factor ladeth the ſame with ſome goods, then theſe goods are liable for the freight, and the Maſter can demand nothing of the Factor by the Charter-party, but muſt look to be paid by the Party that receiveth the goods, according to the Bill of Lading, whereby it is conditioned that the freight ſhall be paid upon the receit of the ſaid goods. And ſo is it alſo if a Ship be freighted to go to divers places, as it were bound from one place to another, and to be free in the laſt place of his diſcharge: For the Maſter muſt ſtill have an eye to be ſecured by goods, unleſs there were an expreſs condition made in the Charter-party to the contrary, or that the Ship were freighted by the great for a certain ſum of Mony to be paid by an agreement.

Bills of Lading.

If a Factor do freight a Ship for another man, or for his own Account, and when it comes to the place appointed to unlade, there are no goods to relade the ſame, or there wanteth Mony for the Lading thereof; if the Merchant do not ſtay out all his days of demourer agreed upon by the Charter-party of freightment, and make a proteſt againſt the Party that he was conſigned unto, to give him his Lading within that time, but cometh away before that time be expired, and although he maketh a proteſt for that he is not Laden; yet the Factor is to pay him no freight at all, unleſs for the freight outwards it were conditioned by the Charter-party. But if the Maſter do ſtay out his time, then the Factor is to anſwer the freight, although the Maſter had Laden his Ship with Salt for his own Account: for if the ſaid Ship had been Laden only with Salt by the Merchant, which it may be would not pay half the freight, yet the Factor or Merchant may at their pleaſure abandon the ſame to the Maſter for his freight, and the Maſter can demand no more of the Factor by the Charter-party. But if the Maſter doth take in Salt, and Lades his Ship by his own means before the days of demourer are expired, and that by ſome condition made with the Factor, he may claim freight; then the Factor is to have the benefit of the Salt in defalcation of the ſaid freight.

Proteſt for not Lading.

Goods to be abandoned for the freight.

If a Factor do freight a Ship for a Merchant, and afterwards the ſaid Ship is taken to ſerve the State for ſome few days, within the time agreed upon for the Lading, and hereupon the Merchant diſclaimeth the freighting of the ſaid Ship, albeit the Factor did proceed to Lade the ſame; in this caſe the Factor ſhall not bear any loſs, but what Damage ſhall de adjudged to the Maſter, the Merchant is to ſave the Factor harmleſs of it.

If a Factor do hire a Ship by the Month for another Merchant, or for his own Account, and Ladeth the ſame being ready to depart; afterwards the State makes a general Embargo or reſtraint upon all Ships for a time; the Maſter cannot demand any freight of the Factor for and during the ſaid time of arreſt: and if the Ship be Unladen again, and imployed in the States ſervice, the Factor is free of all agreements or covenants with the Maſter.

Mony given for freighting.

If a Factor do receive a ſum of Mony of the owner of a Ship, in conſideration that he freighteth the ſaid Ship for a Voyage, promiſing to repay the ſaid Mony at the return of the ſaid Voyage; if the ſaid Factor hath freighted this Ship for another mans Account, this Merchant is to have the benefit of this Mony during the time; and if the Factor conceal the ſame, he is to repair the Damage thereof, which is to be conſidered both for the Intereſt, and adventure of the Seas, for the ſaid owners bear the ſame: and it is ſuppoſed that the Merchant would have aſſured ſo much the leſs, or (by employing that Mony towards the Lading of the Ship) he ſhould diſburſe ſo much Mony leſs to make the ſaid Voyage: and it may be thought, that in regard of that Mony the freight is made the greater, whereof the ſaid owners of the Ship have had a Conſideration by diſburſing the ſame.

If

If a Factor be required to make Aſſurance for a Merchant upon a Ship or Goods Laden for a certain Voyage, and have Monies in his hands to pay for the *Premio* or the price of Aſſurance, (as hereafter ſhall be ſpecified) and this Factor doth neglect the ſame, and giveth no notice of it to the Merchant, who might have made Aſſurance in another place, and the ſaid Ship or Goods do periſh at the Seas; this Factor is to anſwer the Damage, unleſs he can give ſome ſufficient reaſon for the non-performance of the ſaid Order of Commiſſion. Aſſurances.

If a Factor having made Aſſurance upon Goods Laden, which afterward are taken by the Enemy, maketh any compoſition with the Aſſurers for the ſame, without Order or Commiſſion for it, he is to anſwer the whole Aſſurance to the Merchant. A Merchant cauſed a Ship to be freighted and Laden with Commodities for *Conſtantinople* by a Factor of *London*, himſelf dwelling at *Antwerp*, and being a Subject to the King of *Spain* in the late Wars, cauſed 2000 l. to be aſſured at *London* upon the ſaid Goods: the Ship and Goods were taken by the Gallies of *Sicily* and brought to *Palermo*, where it was proved that the Goods did appertain to the King of *Spain* his Subjects, but that there was 2000 l. aſſured at *London* by *Engliſh* Merchants, their Enemies in thoſe days; pretending thereupon to take the ſaid Goods for forfeited, or ſo much of them as ſhould amount to the ſum ſo aſſured. Hereupon the Aſſurers having intimation from the Factor of it, deſired to make ſome compoſition, to avoid that danger, whereby the Goods alſo might be ſooner cleared, and the poſſeſſion obtained for the Owner and Proprietary thereof, which was the Merchant of *Antwerp*, wherein Expedition was required. The Factor in regard of the ſaid Expedition, did not ſtay to receive an anſwer from the Merchant what he ſhould do, but maketh a compoſition with the Aſſurers for 60 l. for the 100 l. to be paid inſtantly. The Goods were afterwards all recovered, whereof ſo much as had been aſſured was formerly relinquiſhed unto the Aſſurers. So that the Factor did bear the adventure to loſe 2000 l. for ſome 1200 l. which he had received, if the Goods had not been recovered: and therefore the ſaid Factor took to himſelf the benefit of this compoſition, by the advice of the experienced Merchants. Compoſition made without order.

If a Factor by error of Account do wrong unto a Merchant, he is to amend and make good the ſame, not only for the Principal, but alſo with the Intereſt for the time. So on the contrary, if a Factor to his own wrong have forgotten to charge the Merchants Account with ſome parcel paid out for him, or made over by Exchange; the Merchant is to anſwer for it with Intereſt for the time. In theſe preceding obſervations are compriſed all other Caſes of differences which may happen between Factors and Merchants. Accounts.

Concerning the danger and adventure of Letters of Mart, or Contre-mart, *ſive jus Repriſaliarum*, or Letters of Marque, every one knoweth that men having theſe Commiſſions or Letters from their Superiors are very vigilant in all places to ſurpriſe Merchants Ships and Goods; for in this, one extremity doth enforce another extremity. When a man is oppreſſed with Robbery, Spoils and Violence on the Seas, by men (falſly profeſſing friends) in ſuch ſort, that no Petition, Interceſſion or Travel, can procure a man right; but that the Subject of one State hath open denial of Juſtice, or Reſtitution of Goods cannot be had at the hands of a Subject of another State, nor of the Superiors themſelves, who ſhould ſuppreſs injuries and wrongs: then (becauſe ſuch unjuſt dealings do import juſt cauſe of Hoſtility and Warfare) may theſe Letters of Mart be procured, to the end men may have Reſtitution or Recompence of their loſſes, eſpecially, becauſe their Proceedings ſeem to denounce a War without any Proclamation; ſhewing unto other Nations the like diſtaſtful favours as they ſhew unto us, which are allowed to be done by Cuſtoms, Reaſons, and alſo by Statute-Law in *Scotland*, and afterwards in *England:* the Aſſurers therefore cannot be favoured herein. Letters of Mart.

But as for the Price of Aſſurance or *Premio* (as the *Spaniards* call it) it is differing in all places, according to the ſituation of the place, and the times either of War or Peace, or danger of Pirats, men of War, or Rocks and inacceſſible places, ſeaſons of the year and ſuch like: and the ſaid *Premio* or Aſſurance was never leſs than from *London* to *Premio.*

Amſterdam, *Middelborough*, *Roan*, *Diepe*, *Edinborough*, *Hamborough* — At 3 *per Cent.*

Bordeaux, *Rochel*, *Lubeck*, *Denmark*, *Copenhagen* — At 4 *per Cent.*

Barbary, *Lizbon*, *Biſcay*, *Ireland*, *Dantzick*, *Riga*, *Revel*, *Stockholm*, *Sweden* — At 5 *per Cent.*

Sevil, *Gibraltar*, *Malaga*, *the Iſlands* — At 6 & 7 *per Cent.*

Legorn, *Civita Vecchia* — At 8 & 9 *per Cent.*

Wardhuyſe, *Ruſſia*, at 9 *per Cent.*

Venice, at 10 *per Cent.*

Sancto Domingo, 11 *per Cent.* and 12 *per Cent.*

The *Eaſt-Indies*, at 15 *per Cent.* nay both for going and coming, hath been made at 20 in the Hundred.

All other places accordingly.

Of the *Denomination*, *Diviſion* and *Valuation* of *Monies* of divers Countries, as well Imaginary as Real and Subſtantial, whereupon Exchanges are made by Bills.

In England.

England. CConcerning ordinary Golden Coins, they are the unite pieces of 22 s. the half of 11 s. and the Crowns or quarters of 5 s. 6 d. and the ⅛ 2 s. 9 d. and the 5 pieces coined at 4 s. making 22 s. with the Roſe and Thiſtle, the Laureat King *James*, of 22 Carrats fine of 20 s. and the half pieces with allowance. A Noble is 6 s. 8 d. or the third part of a pound ſterling. Of Silver Coins, there is the Crown of 5 s. and the half Crown of 2 s. 6 d. the Shilling of 12 d. the 6 pence, the 4 pence or groat, the 3 pence, 2 pence, three half-pence, the peny and half-peny of ſterling Silver, and the farthing of Braſs, Lead and Pewter.

All Exchanges are made upon the Pound ſterling of 20 s. containing in weight 4 ounces, and 12 d. to the ſhilling, for *Germany*, the *Low-Countries*, and other places of Traffick: And for *France* upon the *French* Crown: For *Italy*, *Spain* and other places, upon the Ducat; or for the Dollar and Florin in ſome places, according to the cuſtom of the place.

In Scotland.

Scotland. Is the Croſs-dagger piece of 11 s. and the half of it, and their Rider of 10 s. 6 d. and for their Silver Coin, the Mark piece valued at 13 ½ d. in *England*, and the half of the ſame, as alſo ſix ſmall pieces of above 2 d. for the ſaid Mark.

Exchanges at *Edinborough* are made upon the Mark piece of Silver, which is valued in *England* at 13 ½ d. being otherwiſe 13 ⅓ d. or 13 s. 4 d. *Scotch*: So one Mark and a half *Scotch* is 20 s. *Scotch*, and 20 pence ſterling is one pound *Scotch*, which is 12 to one. The 18 pieces of 20 s. are by the ſaid valuation 20 s. 3 d. and the taker up of the Mony at *London* payeth for 12 d. the ſaid Mark of 13 ⅓ d. or 2 or 3 Months time in *Scotland*, as they can agree.

In

In Ireland.

The 15 s. sterling make 20 s. *Irish*, and the Silver Harp of 9 d. sterling is there current for 12 d. and the moiety thereof accordingly, and the abovesaid Gold Coins are currant as in *England*, or in sterling reduced into their *Irish* Monies, one third part more: So that the 20 s. piece Laureat King *James*, is there 4 Nobles, and all other divisions of it accordingly. So the *English* shilling is 16 d. *Irish*, and the parts of it accordingly. Whereupon Exchanges are made, with allowance of 6 d. or 8 d. upon every pound of 20 s. sterling payable at *London*. *Ireland.*

In the Netherlands.

As in *Flanders*, *Brabant*, *Holland* and most part of the *Low-Countries*, they keep their Accounts by 20 s. *Flemish*, every shil. 12 Deniers or pence, which they reckon also by Guilders and pound Tournois of 20 Stivers or 40 Groats *Flemish*, whereof 6 called Guilderne or Florins make the pound *Flemish* of 20 s. or 10 of those Guilders make a pound sterling currant Mony; 12 pence sterling make 10 Stivers or 20 Groats *Flemish*, or 33 s. 4 Stivers *Flemish* is the *Par* of 20 s. sterling. *The Netherlands.*

In Germany.

They make all their Monies by the Account of Batsen, every Batsen of two *Albus* or four Creutzers, every Creutzer of 4 pence, Coining pieces of 2, 3, 6, and 12 Creutzers, and every peny is 2 Hellers. Besides those Coins they have Bohemici, Grosses, Lion-pieces, Sunbourgh, Blaphart, Shillings, Teston, Kopstuck, demi-teston, or half a Kopstuck. And then there is Rix-doller, Golden-doller, and Florin or Rix-guilder: The ordinary Golden Coins are Gold-guilders, Ducats and Rose-nobles, *&c.* *Germany.*

a Ducat is 2 Rix-dollers, which is about 9 shillings sterling.
a Gold Guilder is 2 Rix-guilders——or 6 shillings sterling.
a Rix-doller is 1 Guilder and a half——or 4 shil. 6 d. sterling.
a Golden Doller is 4 Testons——or 4 shillings sterling.
a Guilder or Florin is 15 Batsen——or 3 shillings sterling.
a Mark Lups is 2 Marks Snuds——or 1 shil. 6 d. sterling.
a Mark Snudens is 8 shillings Lups——or 9 pence sterling.
a Shilling Lups is 3 white peny, or 12 d. or 1 $\frac{1}{6}$ d. sterling.
a Kopstuck or Teston is 5 Batsen——or 1 shilling sterling.
a Batsen is——4 Creutzers——or 2 $\frac{2}{5}$ peny sterling.
a Shilling, a Blaphart, a Bohemici } is 3 Creutzers the piece or 1 $\frac{4}{5}$ peny sterling.
a Creutzer is 2 Lion pieces 4 d. or $\frac{3}{5}$ parts of a peny sterling.
90 Creutzers is a Rix-doller.
60 Creutzers is a Florin.
a Peny is two Hellers——or $\frac{1}{5}$ parts of a Farthing.

This Reduction of *sterling Mony is according to the currant Valuation, and not according to the* Par *of every Coin in Specie.*

At *Augspurg* the Exchange is made upon the Rix-doller of 90 Creutzers, at 3 weeks or 14 days sight after the Bill presented.

At *Franckford* they reckon upon the Guilder of 60 Creutzers, and their Exchange is made upon the Doller of 90 Creutzers, payable in the two yearly Fairs or Marts, the one the week before *Easter*, and the other in the beginning of *September*, to continue all the Month.

At *Norimberg* the Exchange is made upon the said Rix-doller of 90 Creutzers, and many times upon the Florin of 60 Creutzers, which they also divide into 20 shillings, and every shilling twelve pence, or three Creutzers, to keep their Accounts by.

At *Vienna* they reckon by Guilders or Florins of 8 s. at 30 d. to the shilling, and 2 Hellers to the peny, and Exchange is made thereupon.

At

At *Breſlaw* and *Lipzick* they reckon by Marks of 32 Groſſes, of 12 Hellers to the Groſs, and they Exchange by 30 Florins Breſlo's, to have at *Vienna* 34 Florins, or at *Norimberg* 32 Florins.

At *Ulm* they reckon by pounds of 20 s. at 12 Hellers to the ſhilling, and their Exchange is made upon the Doller of 90 Creutzers.

At *Colen* by Dollers of 90 Creutzers for Accounts and Exchanges.

At *Embden* they reckon by Guilders, and Exchange upon the Rix-doller; but from *London* hither and thither upon the pound ſterling of 20 s.

At *Hamborough* they account by Marks of 16 s. Lubiſh, of 12 d. to the ſhilling. Exchanges for *London* upon 20 s. ſterling, and for other places upon the Rix-doller.

In *Pomerania* they reckon by Marks of 16 s. Snudens, and the Exchange is upon the Rix-doller of 32 ſhillings of 2 Snudens.

In *Dantzick* they keep their account in *Poliſh* Guilders of 30 Groſſes every Guilder, at 18 d. to a Groſs. They buy with the great Mark of 60 Groſſes, or with the little Mark of 15 Groſſes, alſo by ſcoc of 3 great Marks; and they Exchange upon the Florin *Poliſh*, or upon the pound *Flemiſh*, payable at 14 days or a month.

Lieſland. At *Riga* they buy by Dollers or Florins *Poliſh* of 18 farthings, whereof the 11 make 10 Dollers: but their Exchange is made upon the Rix-doller.

In Bohemia.

Bohemia. Exchanges are made upon the Doller and twenty four Bohemicos.

In Hungary.

Hungaria. They reckon by Guilders of 10 s. at 30 d. and by Florins of 20 s. and 12 d. to the ſhilling, and Exchanges are made upon their Ducats of 3 Florins.

In Sweden.

Sweden. They reckon by Marks, whereof 8 make a Doller or 3 ſhillings *Engliſh*, and 2 Marks make a Clipping of 9 d. ſterling.

In Denmark.

Denmark. They reckon upon Marks of 16 s. Exchange upon the Doller.

In Poland.

Poland. Their Accounts are made by Marks, and the Exchange upon the Doller, and alſo upon the Florin of 2 Marks.

In Ruſſia.

Ruſſia. They have ſmall Coin called Dengen, whereof 320 pieces weigh but a Mark of 8 ounces. They Exchange upon the Doller of *Germany*; but for *London* upon their Keble, which is double Ducat, accounted to be a Mark ſterling, or 13 s. 4 d.

In Italy.

Italy. At *Rome* they keep their accounts by Ducats di Camera of 20 s. at 12 d. Their Exchange is alſo made upon the ſaid Ducat di Camera, which for *Lyon* are made payable by Marks d'or, or of Gold ſo called, but are imaginary.

At *Milan* they keep their Accounts by Ducat Imperial, divided by 20 s. at 12 d. and Exchanges are alſo made upon the ſaid Ducat, accounting 80 s. to the Ducat Imperial. But all their buyings are made by a Ducat currant of 120 ſhillings.

At *Venice* they account by pound *Flemiſh* of 10 Ducats, of 24 Groſs, dividing it into 20 s. at 12 d. alſo by the Ducat of 124 s. called *Ducato di Banco* or currant, and thereupon Exchanges are made.

At *Florence* they account by Crowns of 20 s. at 12 d. the ſhilling, or by a Ducat called Largo or Scripto in Banco for Exchange, Florin is 24 Quatrinii.

At *Genua* all Accounts and Exchanges are made by Crowns of 60 s. divided by 20 s. and 12 pence the s.

At *Verona* and *Luca* Exchange is made upon the Ducat of 93 s. and they make their account by 20 s. and 12 d. to the ſhilling.

At

At *Naples*, as alſo in *Calabria* and *Puglia*, they account by Ducats, Taries and Grains: the Ducat is 10 Carlini, a Tari is 2 Carlini or 2 Royals, and Exchanges are made hereupon for the moſt places of *Italy*; but for *Lyon* they exchange by number, as 215 Ducats for 100 Crowns.

At *Ancona* Exchange is made on the Ducat of 21 Groſſes, which is *in ſpecie* 23 Groſſes, and is alſo 14 Carlini of 6 Bollidini for a Carline.

At *Bologna* they Account by Piaſtra or Pound of 20 Bologneſi: they Exchange upon the Ducat of 4 Piaſtri.

At *Palermo* in *Sicily* the Ducat is 13 Tari of two Carlini the Tari.

The 5 Royals of *Spain* are 6 Tari: they Account by ounces of 30 Tari, to 20 grains every Tari, and every grain of 6 Piccolie: and the Exchanges are made upon Florins of 6 Tari.

In France.

France. At *Lyon*, *Paris* and *Roan*, &c. all their Accounts are kept in *French* Crowns of 60 Soulx, or 3 pound *Tournois*, and their Exchanges are made thereupon, unleſs it be for ſome places in *Italy*, where they exchange for Number, to have ſo many Ducats for ſo many Crowns of the ſum, but not *in ſpecie*, which is altogether imaginary; yet reſpecting Value or Par the ſaid Crown of 60 Soulx or 3 l. *Tournois* is ſterling 6 s.

In Spain.

Spain. At *Sevill*, *Madrid*, *Caſtile*, and other places, their Accounts are kept by Malvedies, whereof 375 are eſteemed to make a Ducat of Exchange of 11 Royals, every Royal is 34 Malvedies, and ſo maketh but 374. Others keep their Account by the ſaid Royal, and their Exchange is made upon this imaginary Ducat of 375 Malvedies, (or 5 s. 10 d. ſterling) to be paid in Bank with 5 upon the 1000, which is the Salary of the Banker, or without the Bank to be paid without the ſame.

In *Arragon*, *Barcelona*, *Valentia*, *Saragoſa* and *Catalonia*, the Royal of Plate is 23 Dinero's, and the Ducat is 12 Royals, whereupon they make their Exchanges: and their Accounts are by 20 s. at 12 d. the Shilling, for every Ducat of 12 Royals or 6 s. 6 d. ſterling as aforeſaid: the Royal accounted at $6\frac{1}{2}$ d.

In Portugal.

Portugal. At *Lizbon* they keep their Accounts by Mill Reas, whereof 400 Reas make a Ducat, *alias* Cruſado. Mill Reas is 22 Royals of 10 Teſtons, every Teſton is 100 Reas. There is alſo Teſtons of 4 Vintains, the Royal is 2 Vintains, and the Exchange is made upon the Ducat of 400 Reas, or 5 s. ſterling.

In Turky.

Turky. At *Aleppo*, *Tripoli* and *Conſtantinople*, by Sultanees of 120 Aſpers, or Dollers of 80 Aſpers: every Aſper is 10 Macharines.

In Egypt.

Egypt. At *Alexandria* they Account by Ducats. There is a Ducat *de Pargo* making 3 Ducats of *Venice*, alſo *Italian* Ducats of 35 Maids, and the *Venice* Ducat is better and maketh 40 Maids.

In Barbary.

Barbary. The Accounts are kept and Commodities are ſold by a Ducat of 10 ounces to the Ducat, and 8 eighths to the ounce, valued at 12 d. ſterling.

A *Table* of the *Names*, *Weight* and *Valuation* of the moſt uſual *Gold Coins* in Chriſtendom.

A Table of the Names, Weight and Valuation of Gold Coins.

	pence. grains.	ſhil. pence.
Great Sovereign —— *weigheth*	10	*valued at* 33 s.
Double Sover. K. H.	8. 1.	22. —
Double Sover. Q. E.	7. 7.	22. —
Royal	4. 23.	16. 6.
Half Royal	2. 1 d.	8. 3.
Old Noble	4. 6.	14. 8.
Half Noble	2. 3.	7. 4.
Angel	3. 8.	11. —
Half Angel	1. 16.	5. 6.
Salute	2. 5.	6. 11. ob.
Two parts of Salute	1. 11.	4. 7.
George Noble	3. —	9. 9. ob.
Half George Noble	1. 12.	4. 11. q.
Firſt Crown. K. H.	2. 9.	6. 11. ob.
Baſe Crown. K. H.	2. —	5. 6.
Sover. K. H. beſt	3. 14.	11. 8. ob. q.

	pence. grain	ſhil. pence.
Sover. K. H.	4. —	11. —
Edward Sover	3. 15 d.	11. —
Elizabeth Sover	3. 15 d.	11. —
Elizabeth Crown	1. 9.	5. 6.
Half Crown	16 d.	2. 9.
Unite	6. 12.	22. —
Double Crown	3. 6.	11. —
Britain Crown	1. 1.	5. 6.
Thiſtle Crown	1. 7.	4. 4. ob. q.
Half Crown	9 d.	2. 9.
Croſs Dagger	3. 6 d.	11. —
Half Croſs Dagger	1. 15.	5. 6.
Roſe Royal	10. 21.	33. —
Spur Royal	4. 10 d.	16. —
The Angel	2. 23 d.	11. —
Half Angel	1. 11 d.	5. 6.

The Ancient *Names*, *Weight* and *Value* of Foreign Gold Coins.

	weigheth d. grai.	ſhill. d.
Unicorn of Scot.	2. 10.	6. —
Scotiſh Crown	2. 5.	6. —
French Noble	4. 16.	13. 4.
All ſorts of Fren. Crow.	2. 5	6. —
Flanders Riders	2. 6	6. 6
Guilders Riders	2. 2.	3. 6
Philips Royal	3. 10.	10. —
Philips Crown	2. 5.	5. —
Collen Gilden	2. 2.	4. 8.
New And. Gilden	2. 2.	5. —
Flanders Noble	4. 10.	12. —
Half Fland. Noble	2. 6.	5. —
Flanders Angel beſt	3. 6.	9. —
Flanders Royallorke	3. 10	10. —
Carolus Gilden	1. 12.	3. 6.
Flanders Royall	2. 6.	5. —
Saron Gilden	2. 2.	4. 8.
Flanders Crown	2. 5	6. —
Philips Gilden	2. 3.	4. 2.
Half Philips Gilden	1. 1	2. 1.

	weigheth d. grai.	ſhill. d.
Golden Lion	2. 16.	7. 8.
$\frac{1}{3}$ *parts of Golden Lion*	0. 21.	2. 5
$\frac{2}{3}$ *parts of Golden Lion*	1. 19.	4. 11.
Davids Guilder	2. 2.	4 0.
Horn Guilder	1. 12.	4. 11.
Old under Guilder	2. 3.	4. 10.
Cruſa. long Croſs	2. 6	6. —
Cruſa. ſhort Croſs	2. 6.	6. 2.
Milreys	4. 20.	13. 4.
Half Milreys	2. 10.	6. 8.
Portague 1 ounce	2. 16.	68. —
Golden Caſtile	2. 23.	8. 10.
Ducat of Aragon	2. 6	6. 6.
Hungary Ducat	2. 7	6. 4.
Double Piſtolet	4. 9.	11. 8.
Single Piſtolet	2. 4 d.	5. 10.
Ducat of Florence	2. 5.	6. 4.
Double Ducat	4. 11.	13. —
Single Ducat	2. 6.	6. 6.
Double Ducat of Rome	4. 13.	12. 8.

The Prices of Gold which the bringers in of Foreign Gold ſhall receive at the Mint.

The price of Gold.

For an ounce of *French* Crowns being 22 Karacts fine——li. 3. 6 s.
For every ounce of *Spaniſh* Piſtolets 21 Karacts $3\frac{1}{2}$ grains fine——li. 3. 6 s.
For Ducats of *Spain* 21 Karacts, 1 grain fine at leaſt the ounce——li. 3. 8. 8 d.
For Milreas Cruſado long Croſs, Cruſado ſhort Croſs the ounce—li. 3. 6. 2 d.
For *Hungary* Ducats being 23 Kar. 1 grain fine at leaſt the ounce--li. 3. 9. 2 d.
For the Checken of *Venice*, 23 Kar. 1 grain fine at leaſt *per* ounce-- li. 3. 10. s.
For *Barbary* Gold being 23 Kar. & di grain fine at leaſt the ounce-li. 3. 9 s.
For Sultains being 23 Karacts, 1 grain fine at leaſt——li. 3. 8. 8 d.
For all other Gold being 22 Karacts fine the ounce——li. 3. 6 s.

And being finer, a greater price according to that rate, and being courſer a leſs, ſo that the bringer in ſupply the leſs fine with the more fine, in ſuch ſort that in the total it maketh good the ſame rate of 22 Karacts fine.

The price of Silver, which the bringers in of Foreign Silver ſhall receive at the Mint.

The price of Silver.

For the ounce of *Spaniſh* Silver Mony of *Sevil*——5 s.
For the ounce of *Mexico* Mony——4 s. 10 d.
For Ingots of Silver, being 11 ounces 2 d. weight fine according to the Standard of *England* the ounce——5 s.

And for other Silver of more fineneſs, a better price according to that rate, and for courſer a leſs: ſo that the bringer in ſupply the leſs fine with the more fine, in ſuch ſort that in the total it makes good the ſaid rate of 11 ounces 2 d. weight fine, according to the Standard of *England*.

Thus

Thus much of Mony. *Now for the* Diſtinction *and* Calculation *of* Weights. Of Weight.

After a Statute made *Anno* 11 H. 7. there ought to be but one ſort of Weight: as 24 Barley-corns dry and taken out of the midſt of the Ear do make a peny weight, 20 of thoſe peny weights make an ounce, and 12 ounces a pound of Troy weight, by which is weighed Bread, Gold, Silver, Pearls, Silk and ſuch like. But commonly there is uſed another weight called Haberdupoiſe; in which 16 ounces make a pound. And beſides theſe two ſorts of weights there is a third, which is called a hundred, half a hundred, a quarter, and a half quarter, *&c.* the hundred being 112 pound Haberdupoiſe weight: ſo that one pound of this makes 17 ounces and $\frac{2}{25}$ parts of an ounce.

penny.
ounce.
pound Troy.
pound Haberdupois.
hundred or centos.

A Rove is 25 pound Haberdupoiſe.
A Tod of Wooll is 28 pound Haberdupoiſe weight.
A Stone is half a Tod: 26 Stone is limited by the Statute to be a Sack of Wooll.
A Clove containeth 8 pounds, 32 of which Cloves make a Wey, or 256 pounds, that is 12 ſcore and 16 pounds of *Suffolk* Cheeſe, and a Barrel of *Suffolk* Butter; but the Wey and Barrel of *Eſſex* Cheeſe and Butter containeth ſixſcore and ſixteen pounds Haberdupoiſe weight.

a Rove.
a Tod.
a Stone.
a Clove.
a Wey.

A Tun of Allom containeth 20 hundred weight.
A Fodder of Lead containeth 19½ *Centos* or hundred weight.

a Tun.
a Fodder.

The leaſt Weights *which the* Apothecaries *uſe in their Phyſical Compoſition and mixture of Medicine is a* Grain.

20 whereof make a Scruple, thus Charactered ℈.
3 Scruples make a Drachm, thus Charactered ʒ.
8 Drachms make an Ounce, thus Charactered ℥.
16 Ounces make a Pound, thus Charactered ℔.

a Grain.
a Scruple.
a Drachm.
an Ounce.
a Pound.

Now of weights are made other Meaſures both for Grain and Liquor: For a pound in Troy Weight maketh a pint in Meaſure, ſo that 8 pound or 8 pints do make a Gallon; half a Gallon is named a Pottle, and half a Pottle is called a Quart, which containeth two Pints. Beſides and above a Gallon is the next Meaſure a Firkin; then the Tertian, a Kilderkin or half a Barrel, and a Barrel. And by theſe Meaſures are ſold commonly Ale, Beer, Wine and Oyl, Butter and Sope, Herrings and Eels.

of Liquid Meaſures.
a Pint.
a Gallon.
a Pottle.
a Quart.
a Firkin.
a Kilderkin.
a Barrel.

But as theſe be unlike things, ſo the Meaſures *of their* Veſſels *do differ, for the* Meaſures *of them all are as followeth.*

Of Ale, Sope and Herrings, the Firkin containeth 8 Gallons, the Kilderkin once as much as the Firkin, and the Barrel once as much as the Kilderkin, which is 32 Gallons.

Of Beer, the Firkin containeth 9 Gallons, and ſo the Kilderkin and Barrel accordingly, which is 18 and 36 Gallons.

Moreover the Statutes do limit the weight of every of thoſe three Veſſels being empty, for Sope to be 26 pounds for a Barrel, 13 pounds for a half Barrel, and 6½ pounds for a Firkin.

a Table.
a Laſt.
a Hundred.
a Butt.

Herrings are ſold by the Tale, 120 to the hundred, ten thouſand to the Laſt, which is twelve Barrels. Cattel and Nails by 6 ſcore to the hundred.

Salmon and Eels have a greater Meaſure, the Butt holdeth 84 Gallons, the Barrel containeth 42 Gallons, the half Barrel and Firkin accordingly, 21 and 10½ Gallons.

Now as for Wine and Oyl Veſſels, they are ſeldom ſmaller than Hogſheads, which are of 63 Gallons: Every Hogſhead is two Barrels, the Barrel accounted for 31½ Gallons; the Tertian holdeth 84 Gallons, the Runlet 18½ Gallons, the Pipe 126 Gallons, and the Tun 252 Gallons: a Butt is about the half of a Tun, *&c.*

a Hogſhead.
a Barrel.
a Tertian.
a Runlet.
a Pipe.
a Tun.
a Butt.

A Table of Weights, shewing what a hundred at *Antwerp* produceth in other places, and the second Column what 112 *English* lb.

A.		
Antwerp	100	107 3/4
Amsterdam	95	102 1/4
Augspurg	98	105 1/2
Apulia	147	158 1/4
Ancona	147	158 1/4
Aquila	143	154
Avignon	115	123 3/4
B.		
Bruges	103	110 3/4
Bremen	96	103 1/4
Breslaw	118	127
Basil	94	101
Bern	94	101
Bothen in Tirol	123	132 1/4
Busin	101	108 3/4
Barcelone	112	120 1/2
Berry in France	95	102 1/4
Bordeaux	93	100
Bayone	115	123 3/4
Bisancon in Burgu.	95	102 1/4
Bressa	145	156
Bologne	130	140
C.		
Colen	100	107 1/2
Costnitz	100	107 1/2
Cracow in Poland	118	127
Canaries	102	109 3/4
Cadiz in Spain	102	109 3/4
Carthagena	102	109 3/4
Castilia	101	108 3/4
Calis in France	92	99
Como	145	156
Civita Vecchia	97	104 1/4
Calabria	160	172 1/4
Cremona	147	158 1/4
Candia	109	117 1/4
Corfu	118	127
Cartago	118	127
D.		
Dantzick	120	129
Denmarke	93	100
Diepe	90 1/2	97 1/4
E.		
Embden	96	103 1/4
Elbing	120	129
F.		
Frankford	92	99
Ferrara	141	151 1/4
Florence	143	154
G.		
Gaunt	103	110 3/4
Gratz in Stiria	63	67 3/4
Gran	192	206 3/4
Geneva	92	99
Genua	148	159 1/4
H.		
Haerlem	95	102 1/4
Hamborough	96 1/2	104
Hungary	95	102 1/4
I.		
Inperatia	141	151 3/4
K.		
Koningsberg	125	134 1/4
L.		
Liege	100	107 1/2
Lubeck	98	105 1/2
Leipzick	100	107 1/2
Lintz	83	89 1/4
Lublin	112	120 1/4
London	104	112
Lizbon	102	109 3/4
Lion	110	118 1/4
Luca	130	140
M.		
Madera	103	110 3/4
Mayorca	112	120 1/2
Montpelier	115	123 3/4
Marseilles	117	128
Millane	145	156
Mantua	144	155
Mexo pontho	121	130 1/4
N.		
Nurenberg	92	99
Narbona	115	123 3/4
Napoli	147	158 1/4
Naples in Romania	81	87 1/4
P.		
Passaw	99	106 1/2
Prague in Bohemia	88	94 3/4
Posen	116	125
Paris	95	102 1/4
Perpignan	115	123 3/4
Parma	124	133 1/4
Pisa	148	159 1/4
Palermo in Sicilia	155	167
Placenza	144	155
Pathos	81	87 1/4
R.		
Regensburg	91	98
Rensichtenbergh	112	120 1/2
Revel	97	104 1/4
Riga in Livonia	111	119 1/2
Roan	92	99
Rochel	92	99
Rhegio	141	151 3/4
Rome	131	141
Recanate	144	155
Ravenna	144	155
Ragusa in Sclavo-	76	81 3/4
S.		
Staden	96	103 1/4
Strasburg	95	102 1/4
Saltzburg	143	154
Sweden	97	104 1/4
Scotland	88	94 1/4
Sevil	102	109 3/4
Siena	145	156
Salonick	177	190 1/2
Sentery	90	106 3/4
Spaluta	60	64 1/2
Salara	75	80
T.		
Ternate	102	109 3/4
Tolose in Aragon	149	160 1/2
Tornipe	151	162 1/2
Tousa	115	123 3/4
Turin	148	159 1/4
V.		
Ulm	100	107 1/2
Valentia	148	159 1/4
Verona	141	151 3/4
Vincenza	139 1/2	150 1/4
Venice piso picolo	156	168
Venice alla grossa	98	105 1/2
Volena	63	67 3/4
Vahona	118	127
Vienna	83	89 1/4
W.		
Wittenbergh	101	108 3/4

The Difference of the Ship Pounds.

A Ship Pound in *Swethland* of li. 400 is at *Antwerp* 333 li. and at *London* li. 429 3/4

At *Riga* in *Liefland*	400 lb.		lb. 258		lb. 375
Dantzick	300 lb.		lb. 250		lb. 260 1/4
Lubeck	280 lb.		lb. 285		lb. 297 3/4
Hamborough	280 lb.		lb. 290		lb. 301 1/2
Amsterdam	300 lb.		lb. 316		lb. 328 1/2

And

And as of Weights there did ſpring the Liquid Meaſures, ſo of the ſame ſpringeth dry Meaſures, as Pecks, Buſhels, Quarters and ſuch like, whereby are meaſured Corn and all ſorts of Grain, alſo Salt, Lime, Coals, *&c.* and this is the order and quantity of them. Two Gallons is the meaſure of a Peck, four Pecks make a Buſhel, eight Buſhels make a Quarter, and ſix Quarters make a Wey. A Strike is half a Buſhel, and a Cornock is half a Quarter.

Of Dry Meaſures.

a Peck.
a Buſhel.
a Quarter.
a Wey.
a Strike.
a Cornock.

But there remaineth yet another kind of Meaſures *whereby men mete* Length, Breadth *and* Thickneſs, *viz.*

3 Grains of Barley in length make an Inch, 12 Inches make a Foot, 3 Foot make a Yard, a Yard and a quarter or 45 Inches make an Ell, 5 Yards and a half make a Perch, a Perch in breadth and 40 in length maketh a Rod of Land, which ſome call a Rood, ſome a Yard-land, ſome a Farthendele; 4 Farthendele make an Acre of ground.

40 Rods in length do make a Furlong, 8 Furlongs make an *Engliſh* Mile, which containeth 320 Perches, ſo that an *Engliſh* Mile grounded upon the Statute, is in length 1760 Yards, 5280 Foot, or 63360 Inches; ſomewhat greater than the *Italian* Mile of 1000 Paces, and 5 Foot to a Pace.

By the Ell is uſually meted Linnen Cloth, as Canvas, Holland, *&c.* and by the Yard Silk and Wollen Cloth, *&c.*

Of Meaſure.
an Inch.
a Foot.
a Yard.
an Ell.
a Perch.
a Rod.
a Farthendele.
an Acre.
a Furlong.
an Eng. mile.
an Italian Mile.

A Table of *Meaſure* ſhewing what a hundred Ells, or 125 Yards at *London* produceth in divers other places, according to the Calculation of Mr. *Ro. Hartwell* Philo-mathematician.

A Table of Meaſures.

At *Antwerp*	166 2/3	Ells.
Noremberg	174 1/6	Ells.
Frankford	208 1/3	Ells.
Leipzick	208 1/3	Ells.
Breſlaw	208 1/3	Ells.
Dantzick	305	Ells.
Vienna	145	Aulnes.
Lion	101 1/4	Aulnes.
Paris	95	Aulnes.
Roan	86 2/3	Aulnes.
Lizbon	100	Varres.
Sevil	135	Varres.
Caſtile	135	Varres.
Madera Iſles	103 1/3	Varres.
Venice	180	Braces.
St. *Lucar*	200	Braces.
Florence	204 1/6	Braces.
Millan	230	Braces.
Rome	150	Canes.
Genua	480 1/6	Palms.

BUT more of theſe things the deſirous and Candid Reader may expect (God willing) at the ſecond Edition of this Book. In the mean time if any Gentleman or Merchant deſireth further inſtructions concerning the premiſſes, or ſhould have occaſion of the Author not only in Keeping of their Books of Accounts or in Teaching of Arithmetick, but alſo in Writing and Tranſlating of *Engliſh*, *French*, High and Low *Dutch*, he may pleaſe to enquire for him as is directed aforeſaid, at the latter end of the Introduction to the ſecond Part of this Book. *Vale.*

FINIS.

A General TABLE shewing the Principal HEADS of this BOOK.

A.

OF Accounts in General, for all degrees of men. *litera a*, p. 56.
what is chiefly to be obſerved in it. *litera a*, p. 46.
how diſmembred. *litera a*, p. 55.
how Errors are found. *ibid.*
how remedied. See the Preface. *litera a*, and p. 44.
Of Accounts particular. *vide* Apparels and Plates, *&c.*
Of Apparels, Plates, Jewels and Houſhold-ſtuff, called Account particular. *litera a*, 19, 20, 48, 52. *litera b*. 7.
how ſtated to an Account, and what to be obſerved in it. *litera a*, p. 19, 20, 48.
how ballanced. *litera a*, p. 52.
how transferred to another Volume. *litera b*, p. 7.
Of Artificial and Natural Riches, wherein it conſiſts. *litera b*, p. 16.
Of Aſſiſes, Cuſtoms and Impoſts, *&c.* *litera a*, p. 49, 51.
Of Aſſurances or Premio, what it is. *litera a*, p. 50.
how paid to the Aſſurers, *ibid.*
how entred to Account, *ibid.*
what is to be obſerved in it. *litera b*, p. 28.
Compoſition made by a Factor with the Aſſurers, without order, *ibid.*
the price thereof, how much. *litera b*, p. 28, 29.
Of Letters of Attorney or Letters of Credit, called Procurations; what it is among Merchants. *litera b*, p. 22.
how it is made and obſerved. *litera b*, p. 26.
Limitations of Letters of Credit, *ibid.*
Of the Authors ſcope, and what induced him to compoſe this Book, ſee the Preface *litera a.* and p. 55, 56. and *litera b*, p. 14.
Of Axioms or Principles, what they are. *litera b*, p. 16.

B.

OF the Ballance, what it is. *litera a*, p. 48, 49, 52.
how to be underſtood and drawn. *litera a*, p. 43, 44, 48, 52.
what is to be obſerved and noted of it. *litera a*, p. 43, 44, 48.
how transferred to another Volume. *litera b*, p. 1, 2.
Of Banks and Bankers, how their Accounts are kept. *litera a*, p. 54.
Of Bills of Debt or Bills Obligatory, what they are. *litera b.* p. 22.
the benefit of them, *ibid.*
not practiſed in *England. litera b*, p. 23.
Of Bills of Lading, and Freighting of Ships. *litera b*, p. 27.
if proteſted for not Lading, *ibid.*
what Goods to be abandoned for the Freight, *ibid.*
If Mony given for Freighting, *ibid.*
Of this Books Method, ſee the Introduction of *litera a.* and of the ſecond Part. *litera b*, p. 46, 47.

C.

OF the Capital or Stock, how it is the entire Body of a mans Eſtate, whereof himſelf is the Head, and the parcels thereof are members. *litera a*, p. 1, 2, 48.
how it is brought to an account. *litera a*, p. 1, 2, 46, 48. *litera b*. p. 3.
how the ſeveral members and parcels thereof are ordered and transferred to particular Accounts. *litera a*, p. 1, 2, 48.
how thoſe members are found out. *litera a*, p. 46.
the ſubſtantial and exiſtent parcels thereof, what they are. *litera a*, p. 49.
how to take a view of the Eſtate by the Book, *litera a*, p. 50.
how ballanced and transferred to another Book. *litera a*, p. 1. *litera b*, p. 3.
Objection and Anſwer, how a man may grow rich without a Stock or Capital. *litera a*, p. 54.
Of Caſh and Caſhiers, how ſo called, and a member of the Stock. *litera a*, p. 47, 48.
how ſtated to Account and kept by *Debitors* and *Creditors. litera a*, p. 13, 14, 41, 42, 46, 48, 49, 50.
how managed, and what to be obſerved. *litera a*, p. 41, 42, 49.
the importance of it. *litera a*, p. 53.
how ballanced and transferred to another Book. *litera a*, p. 41, 42. *litera b*, p. 11.
Of Cattel and Sheep, *&c.* *litera a*, p. 5, 6, 47. *vide* Manors, *&c.*
Of Charges and Expences, how ſtated to Account. *litera a*, p. 21, 22, 49, 52.
what to be obſerved. *litera a*, p. 22.
the excellency of the punctuality thereof. *ibid.*
how ballanced. *litera a*, p. 52, 55.
Of Commiſſioners, *vide* Factors.
Of Commodities and Goods, or Magazin and Ware-houſe; what it is. *litera a*, p. 46. *litera b*, p. 15.
how ſent and received in Commiſſion or for Factorage. *litera a*, p. 27, 28, 50.
how bought and ſold. *litera a*, p. 25, 26, 27, 28, 50, 51. *litera b*, p. 21, 24.
for ready Mony. *litera a*, p. 46, 47, 51. *litera b*, p. 21.
by Bills of Exchange. *litera b*, p. 21.
by Banks. *litera b*, p. 22.
by Letters of Credit. *ibid.*
by Barter or Exchange of Commodities. *litera a*, p. 47. 50, 51. *litera b*, p. 22. 25.
for Bills Obligatory. *litera b.* p. 22, 24.
at time. *litera a*, p. 47, 50, 51. *litera b*, p. 21.
how ſtated to Account or entred into the Book. *litera a*, p. 25, 26, 46, 49.
for Account proper, *ibid.*
for Factorage, or in Commiſſion. *litera a*, p. 27, 28, 50.
how prejudicial to a Nation the over-ballancing thereof. *litera b*, p. 15.
Of Letters of Credit, ſee Letters of Attorney, &c.
Of Creditors and Debitors, how members of the Stock, or deriving from the Eſſential parts thereof. *litera a*, p. 47, 51.
how ſtated to Accounts, and what to be obſerved in it. *litera a*, p. 3, 4, 7, 8, 33, 34, 37, 38, 46.
how ballanced and transferred to another Volume. *litera a*, p. 52.
Of Cuſtoms and Impoſts, *&c.* *litera a*, p. 49, 51.

D.

OF Debitors and Creditors, how members of the Stock, or deriving from the Eſſential parts thereof, ſee Creditors.
Of Debt-Bills or Bills Obligatory, ſee Bills.
Of Domeſtick Servants, ſee Stewards.
Of Denomination, Diviſion, Valuation and Reduction of Monies of Divers Countries, as well Imaginary, as Real and Subſtantial, whereupon Exchanges are made by Bills. *litera b*, p. 29.
In England. *litera b*, p. 29, 30.
In Scotland, *ibid.*
In Ireland. *litera b*, p. 30.
In the Netherlands, *ibid.*
In Germany. *ibid.*
In Bohemia. *litera b*, p. 31.
In Hungary, *ibid.*
In Poland, *ibid.*
In Ruſſia, *ibid.*
In Sweden, *ibid.*
In Denmark, *ibid.*
In Italy. *litera b*, p. 31, 32.
In France. *litera b*, p. 32.
In Spain, *ibid.*
In Portugal, *ibid.*
In Turky, *ibid.*
In Egypt, *ibid.*
In Barbary, *ibid.*

E.

OF the Eſſential parts of Traffick, what they are, *viz.* a tripartite Exchange. *litera b*, p. 15. and the body, ſoul and ſpirit of Traffick, *viz.* and the publick meaſure at home, *ibid.*

Of Exchange and Rechange, what it is, *viz.* the Rudder of Traffick. *litera b*, p. 16, 18, 26. and the publick meaſure between Nation and Nation, p. 15, 19.

a tripartite Exchange. *litera b*, p. 15.

the manner how Exchange giveth profit. *litera a*, p. 54.

the difference in the rates of Exchange, *ibid.*

how all Commodities Imported and Exported are ſold, according to the price of Exchange. *litera a*, p. 53.

how profit is known by Rechange. *litera a*, p. 53, 54.

how imaginary Mony by Exchange over-rules ſubſtantial and real Mony. *litera b*, p. 18.

the manner how Mony is taken up, or drawn and received by Exchange. *litera a*, p. 50, 52. *litera b*, p. 19.

how Mony is made over or remitted to another place and paid here by Exchange. *litera a*, p. 51, 52.

how Mony is Rechanged and received again, *ibid.*

how Account is to be kept of Exchanges and Rechanges. *litera a*, p. 39, 40, 54.

the true ground of Exchange and Rechange, according to *Par pro Pari*. *litera b*, p. 19.

the manner to Calculate Exchanges, *ibid.*

how Imaginary and Real Coin is the *Par* of Exchange, *ibid.*

how the Weight, Fineneſs and Valuation of Mony is to be conſidered in Exchanges. *litera b*, p. 19, 20.

the Head of Exchange, or *Radix Cambii*. *litera b*, p. 20.

the proportion between Gold and Silver in Exchange made in England, *ibid.*

Of Expences, ſee Charges.

F.

OF Factors and Commiſſioners. *litera b*, p. 23.

how Order and Commiſſion is given them, *&c.* *litera a*, p. 50, 51. *litera b*, p. 23.

what in ſuch caſes is to be obſerved. *litera a*, p. 51. *litera b*, p. 24, 25, 28.

how Goods and Commodities are ſent and aſſigned unto them. *litera a*, p. 50, 51.

how Mony is made over unto and remitted by them. *litera a*, p. 50, 51, 52.

how Mony is drawn either upon or by them. *litera a*, p. 50, 52.

how Account is to be kept by them. *litera a*, p. 23, 24, 50, 51, 52, 54.

how they are to keep and ſend their Accounts. *litera a*, p. 33, 50, 55. *litera b*, p. 28.

how to do if Errors in Accounts are committed. *litera b*, ibid.

how Ballance is made of their Accounts. *litera a*, p. 52.

what Allowance, Factorage and Proviſion they have. *litera a*, p. 55.

how to Freight Ships. *litera b*, p. 27. and to make Bills of Lading, *ibid.*

Alteration of the caſe with Factors. *litera b*, p. 23.

the difference by Law between a Factor and a Servant, *litera b*, ibid.

in which caſes a Factor is to make good the loſs, and in which not. *litera b*, p. 25, 26.

the efficient cauſe to be regarded. *litera b*, p. 26.

if Mony given for Freighting. *litera b*, p. 27.

if required to make Aſſurance. *litera b*, p. 28.

if Compoſition be made without order, *ibid.*

how Goods to be abandoned for the Freight. *litera b*. p. 27.

how proteſted for not Lading, *ibid.*

Of Farms and Farmers, how Mony is received. *litera a*, p. 32, 52.

what to be obſerved. *litera a*, p. 32.

how managed by Accounts. *litera a*, p. 31, 32, 48, 50, 52.

how ballanced and tranſported to another Volume. *litera a*, p. 52. *litera b*, p 9

Of Foreſts, *vide* Manors, *&c.* *litera a*, p. 7, 8, 48, 52. *litera b*, p 3, 5, 9.

Of Freighting of Ships, and Bills of Lading. *litera b*, p. 27.

G.

OF Gain or Profit, and Loſs, what the Excellencies thereof are. *litera a*, p. 35.

how found out and managed. *litera a*, p. 51, 52.

how Account is kept of it. *litera a*, p. 35, 36, 51, 52.

how ballanced and carried to Stock. *litera a*, p. 52, 53.

Of Gardens, Orchards and Meadows, *vide* Manors, *&c.* *litera a*, p. 5, 6.

Of General Accounts for all degrees of men, *vide* Accounts.

Of Gold Coins, a Table of their Names, Weight and Value throughout Chriſtendom. *litera b*, p. 33.

the Price of Gold, as alſo of Silver, according to the Standard of *England*, ibid.

Of Goods and Commodities, or Magazin and Ware-houſe, ſee Commodities.

H.

OF Houſes, *&c.* *litera a*, p. 9, 10, 48, 52. *litera b*. 9, *vide* Manors, *&c.*

Of Houſhold-ſtuff, *&c.* *vide* Accounts particular, or Apparels.

I.

OF Jewels and Plates, *vide* Accounts particular.

Of Impoſts, Cuſtoms and Aſſiſes. *litera a*, p. 49, 51.

K.

OF Kingdoms, Countries and Nations, ſee Princes and States.

L.

OF Lading-Bills and Freightments, ſee Bills.

Of Lands, *&c.* *litera a*, p. 29, 30, 48, 52. *litera b*, 9. *vide* Manors.

Of Letters of Mart, what they are, and how procured. *litera a*, p. 11, 12. *litera b*, p. 28.

Of Lords, ſee Princes and States.

Of Loſs, and Gain or Profit, *vide* Gain.

M.

OF Magazin or Ware-Houſe, ſee Commodities, *&c.*

Of Manors, Foreſts, Houſes, Lands, Cattel and Sheep, *&c.*

how to be Members, or Exiſtent Parcels of the Stock. *litera a*, p. 47, 48.

how ſtated to Account and managed. *litera a*, p. 5, 6, 7, 8, 9, 10, 29, 30, 48, 52, and what to obſerve, *ibid.*

how ballanced and tranſferred to another Volume. *litera a*, p. 52. *litera b*, p. 3, 5, 9.

Of Letters of Mart, what they are, and how procured. *litera a*, 11, 12. *litera b*, 28.

Of Meaſures wet and dry, for Grain and Liquor, for Cloth and Linen, with a Table of the difference betwixt *England* and other Countries, concerning Ells and Yards, and the Calculation thereof.

Of a Menſal Book, or Account of every Month.

the Method, Excellency and Importance thereof. *litera a*, p 53

Of Merchants and Tradeſmen, three manners of them. *litera b*, p. 17.

what neceſſarily they ought to know. *litera b*, p. 14.

ought to be wiſe in their Profeſſion, *litera b*, p. 17.

the Principal inſtruments to increaſe or decreaſe the Wealth of a Nation, *ibid.*

how to grow rich without a Stock or Capital. *litera a*, p. 54.

Of the Method of this Book, ſee the Introductions to the firſt and ſecond part. *litera a*, p. 46, 47, 55, 56.

Of Monies, how Named, Divided, Valued and Reduced to ſterling Mony, in divers Countries, as well Imaginary as Real and Subſtantial, whereupon Exchanges are made by Bills. *litera b*, p. 29. ſee Denomination of Mony.

Mony delivered { at Intereſt. *litera a*, p. 50. / for Freighting. *litera b*, p. 27.

Mony paid by way of anticipation. *litera a*, p. 50.

Mony made over, or paid and remitted by Exchange. *litera a*, p. 50, 51.

Mony taken up, or drawn and received by Exchange. *litera a*, p. 50.

Mony reduced into Sterling from beyond the Seas. *litera a*, p. 50, 51. *litera b*, p. 29, 30, 31, 32.

Mony

Mony received for Lease or Rent of Lands and Houses, &c. *litera a*, p. 12.
Mony Rechanged and Received. *litera a*, p. 52.
Mony, how it is the Publick Measure, or a right Judg to Ballance every thing. *litera a*, p. 53. *litera b*, p. 15.
Monies and Commodities things passive. *litera b*, p. 15, 18.
Monies and Exchange, the Compass and Rudder of Traffick. *litera b*, p. 16.
Monies the publick Measure at home. *litera b*, p. 15.
Monies Imaginary over-rule Real and Substantial Mony, a Paradox. *litera b*, p. 18.
the Inhauncing of Silver altereth the price of things. *litera b*, p. 18.
Valuation of Mony beyond the Seas inconstant. *litera b*, p. 19.
the Weight of Monies in Exchange to be considered, *ibid.*
the Manner to examin the Weight and Fineness of Mony, *ibid.*
Definition of Bullion and Allay. *litera b*, p. 20.
Proportion between Gold and Silver in Exchange made in *England*. *litera b*, p. 20, 21.
the Names, Weight and Value of Gold-Coins. *litera b*, p. 33.
Valuation of Mony in Exchange. *litera b*, p. 20.

N.

OF Natural and Artificial Riches, wherein they consist. *litera b*, p. 16.

O.

OF Bills Obligatory, see Bills of Debts.
Of Orchards, Gardens and Meadows, *vide* Manors.

P.

OF the Parecer of Merchants, what it is. *litera b*, p. 26.
Of Premio, see Assurances.
Of Princes, States and Lords.
the Method how their Accounts should be kept, by Debitors and Creditors. *litera a*, p. 54, 56.
what benefit and advantages they would get by it. *litera a*, p. 54 55.
a notable Example of King *Henry* the VII. *litera a*, p. 55.
Providence herein of the *French* King, *Henry* the IV. *ibid.*
how to be Sellers, and not Buyers. *litera b*, p. 16.
the proper cause of the Decrease in a State, *ibid.*
the principal Instruments of Increasing or Decreasing the Wealth of a Nation. *litera b*, p. 17.
a Royal Banquet of *England*, ibid.
how Food grows dear when there is no dearth, *ibid.*
Offenders unfit to make Laws, *ibid.*
Of Principles and Axioms, what they are. *litera b*, p. 16.
Of Plates and Jewels, see Account particular.
Of Procurations, see Letter of Attorney.
Of Profit and Loss, *vide* Gain.

R.

OF Rechange, *vide* Exchange.
Of Rescounter in payment, what it is, and the General benefit thereof. *litera b*, p. 22.
Of Riches Natural and Artificial, wherein they consist. *litera b*, p. 16.

S.

OF Sheep and Cattel, *vide* Manors.
Of Ships at Sea, how to be a parcel of the Stock. *litera a*, p. 48.
how stated to Account. *litera a*, p. 11, 12, 48, 50, 52.
how managed and improved. *litera a*, p. 11, 12, 50. *litera b*, p. 27.
how proceeded in case of Loss. *litera a*, p. 11, 12.
how freighted out. *litera a*, p. 11, 12, 50. *litera b*. p. 27.
returned from their Voyage. *litera a*, p. 52.
Mony given for Freighting, and Bills of Lading. *litera b*, p. 27.
protest for not Lading, *ibid.*
Goods to be abandoned for the Freight, *ibid.*
how ballanced and transferred to another Account. *litera a*, p. 52. *litera b*, p. 7.
Of States, *vide* Princes and Lords.
Of Stewards and Domestick Servants. *litera b*, p. 23.
what is to be observed. *litera a*, p. 15, 16, 17, 18.
how Mony is paid unto them. *litera a*, p. 15, 16, 17, 18, 52.
how Mony is received of them. *litera a*, p. 52.
how their Accounts are stated and kept. *litera a*, p. 15, 16, 17, 18.
Of the Stock, *vide* Capital.

T.

OF Tradesmen, *vide* Merchants.
Of Trafficks Essential parts, *vide* the Essential parts of Traffick.

V.

OF Valuation of Monies, *vide* Denomination of Mony. *litera b*, p. 29, 30, 31, 32, 33.
Of Voyages, what they are among Merchants. *litera a*, p. 49.
what observed and how returned. *litera a*, p. 50, 51.
how stated to Account. *litera a*, p. 49, 51.
Of Usance, what it is. *litera a*, p. 50.

W.

OF Wares and Warehouse, *vide* Goods and Commodities.
Of Weights, a Description, and Reduction of the difference thereof in most parts of Traffick. *litera b*, p. 34, 35.

FINIS.